



CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: For Fencing Services

CONTRACT NO.: 12-08/09

EFFECTIVE DATE(S): August 1st, 2009 through July 31, 2010, with two (2) additional one (1) year renewal options.

SUPERSEDES: N/A

CONTRACTOR(S): **Guaranteed Fence Corp.**

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on July 15, 2009, for approval to award contracts, upon execution between the City of Miami Beach Florida and Contractor(s).
- B. EFFECT - This Contract is entered into to provide fencing services for the City of Miami Beach, pursuant to City Invitation to Bid (ITB) No. 12-08/09 and any addenda thereto, and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Division policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes.
- All blanket purchase orders shall show the City of Miami Beach Contract Number (12-08/09), with the current expiration date of July 31, 2010, 2011, or 2012 as applicable.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor to provide fencing services according to the requirements of the Contract Documents to Gus Lopez, City of Miami Beach Procurement Director at 305-673-7000 ext. 7490.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager prior to delivery of supplies, and/or commencement of any services/work by Contractor.

DEPARTMENT

Certification of Contract

- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work, and/or services required by the Contract Documents without the prior written consent of the City. Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, to City's satisfaction, for the agreed compensation.
- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times and adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES
Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Procurement Division
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Gus Lopez, Procurement Director

For Contractor:

Guaranteed Fence Corp.
Jorge Gomez
1091 East 26 Street
Miami, FL 33013
786-318-0880
786-318-0881

guaranteedfence@bellsouth.net

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

Certification of Contract

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**

- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.

- Q. The ITB and all addenda issued, and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; (iii) contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 4th day of September, 2009, by their respective duly authorized representatives.

CONTRACTOR

CITY OF MIAMI BEACH

By Jorge Gomez
President/Signature

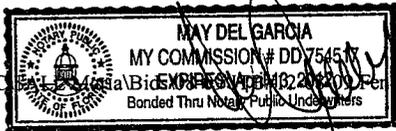
By Matti H. Bowes
Mayor

Jorge Gomez
Print Name

ATTEST:
[Signature]
Secretary Signature

ATTEST:
[Signature]
City Clerk

Maria Corrochi
Print Name



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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
[Signature]
City Attorney
Date 8/6/09

Condensed Title:

Request For Approval To Award Contracts to Sunrise Security Agency & Maintenance Inc, Guarantee Fence Corp. And Murray Fence Company For Fencing Services Pursuant To ITB No. 12-08/09 In The Estimated Annual Amount Of \$ 65,000.

Key Intended Outcome Supported:

Ensure Well-maintained infrastructure;

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Issue:

Shall the City Commission Approve The Award of Contract?

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 12-08/09 (the "Bid") is to establish contracts, by means of sealed bids for the supply of all labor, materials, tools, and equipment necessary to provide fencing services on an "as needed basis", from sources of supply that will provide these products in a timely manner.

The contracts shall remain in effect for one (1) year from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for two (2) additional years, on a year-to-year basis.

The Bid was issued on February 24, 2009, with an opening date of April 15, 2009. A pre-bid meeting to provide information to the bidders submitting a response was held on March 25, 2009.

BidNet issued bid notices to 32 prospective bidders, BidSync (formerly known as RFP Depot) issued bid notices to 35 prospective bidders, and 59 additional bidders were notified by the Procurement Division via mail, e-mail, and fax transmission, which resulted in the receipt of seven (7) bids.

The responsiveness test performed by the Procurement Division resulted in Georgis Fence & Concrete Co. Inc., and Rogar Management and Consulting of Florida's bid being deemed non-responsive. The two bidders failed to provide information which prevented them from complying with the minimum requirements set forth in the ITB.

After the Administration's review of the bidder's qualifications, experience, capability, and performance evaluations received, it was determined to be in the best interest of the City to recommend awarding contracts to Sunrise Security Agency & Maintenance Inc., Guarantee Fence Corp., and Murray Fence Company based on the lowest submitted price.

The structure of this ITB would allow the operational divisions and departments to anticipate and accurately estimate the cost of any future fencing project while securing the lowest possible cost.

THE ADMINISTRATION RECOMMENDS APPROVING THE AWARDS.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account
	1 \$ 20,000	Several Parks and Recreation Department Accounts – See Memo Attached.
	2 \$ 25,000	Property Management Repairs & Maintenance 520-1720-000342
	\$ 20,000	Several Public Works Department Accounts – See Memo Attached.
OBPI	Total \$ 65,000	

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Gus Lopez, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
KS ___ FB ___ GL ___	HF ___ PDW ___	JMG

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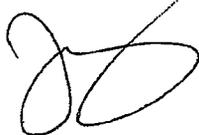


MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: July 15, 2009

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO THE FOLLOWING VENDORS: SUNRISE SECURITY AGENCY & MAINTENANCE INC, GUARANTEED FENCE CORP. AND MURRAY FENCE COMPANY AS THE LOWEST AND BEST BIDDERS, PURSUANT TO INVITATION TO BID NO. 12-08/09, FOR FENCING SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$65,000.**

ADMINISTRATION RECOMMENDATION

Approve the award of contracts.

BID AMOUNT AND FUNDING

Funding is available from the following Accounts:

	Parks and Recreation Department Accounts:
\$ 5,000	Recreation Division 011-0950-000343
\$ 5,000	Green Space Management 011-0940-000343
\$ 5,000	Miami Beach Golf Club 011-0970-000343
\$ 5,000	Normandy Shore Golf Club 011-0975-000343
\$ 20,000	
	Property Management Division Accounts:
\$ 25,000	Property Management Repairs & Maintenance 520-1720-000342
\$ 25,000	
	Public Works Department Accounts:
\$ 5,000	Storm Water 427-0427-000342
\$ 5,000	Sewer 425-0420-000343
\$ 5,000	Streets/Street Lighting 011-0840-000342
\$ 5,000	Water 425-0410-000343
\$ 20,000	

The estimated annual amounts are based on regular operational funding availability. These contracts will be available for emergency circumstances, such as hurricanes, and additional funding may become available.

KEY INTENDED OUTCOME SUPPORTED

Ensure Well-Maintained Facilities.

ANALYSIS

The purpose of Invitation to Bid No. 12-08/09 (the "Bid") is to establish a contract, by means of sealed bids for the supply of all labor, materials, tools, and equipment necessary to provide fencing services on an as needed basis, from a source(s) of supply that will provide these products in a timely manner.

The contracts shall remain in effect for one (1) year from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for two (2) additional years, on a year-to-year basis.

The Bid was issued on February 24, 2009, with an opening date of April 15, 2009. A pre-bid meeting to provide information to the bidders submitting a response was held on March 25, 2009.

BidNet issued bid notices to 32 prospective bidders, BidSync (formerly known as RFP Depot) issued bid notices to 35 prospective bidders, and 59 additional bidders were notified by the Procurement Division via mail, e-mail, and fax transmission, which resulted in the receipt of following seven (7) bids:

1. Murray Fence Company
2. Paradise Gates & Entry
3. Sunrise Security Agency & Maintenance Inc
4. Guaranteed Fence Corp.
5. Rogar Management and Consulting of Florida
6. FBM General Contracting Corp.
7. Georgis Fence & Concrete Co. Inc.

The responsiveness test performed by the Procurement Division resulted in Georgis Fence & Concrete Co. Inc., and Rogar Management and Consulting of Florida's bid being deemed non-responsive. The two bidders failed to provide information which prevented them from complying with the minimum requirements set forth in the ITB.

A Technical Review Panel ("the Panel") consisting of the following individuals reviewed the responsive bids and made the final recommendation:

- Martha Torres, Warehouse Supervisor, Public Works Department
- Carlos Da Cruz, Office Associate V, Parks and Recreation Department
- Larry Gardner, Maintenance Supervisor, Property Maintenance Division
- Viviana Alemany, Capital Project Coordinator, Property Maintenance Division

After the Panel's review of the bidder's qualifications, experience, capability, and performance evaluations received, it was determined to be in the best interest of the City to recommend awarding contracts to Sunrise Security Agency & Maintenance Inc, Guarantee Fence Corp, and Murray Fence Company based on the lowest submitted price (See Appendix "A" - Tabulated results).

The ITB process requested bidders to submit unit pricing for the fencing items most frequently used by the Public Works Warehouse, the Property Management Division and the Parks and Recreation Department. The structure of this ITB would allow the operational divisions and departments to anticipate and accurately estimate the cost of any future fencing project while securing the lowest possible cost.

Guaranteed Fence

Guaranteed Fence has been in business for six (6) years and has provided fencing services for the City of Miami Beach for over three years. Guaranteed Fence has been very reliable, dependable, and provides a very responsive and prompt service, even in emergency situations. Guaranteed Fence is the lowest bidder in seven groups and second lowest bidder in ten groups.

Guaranteed Fence was highly rated on the performance evaluations received by Community Asphalt Corp, Coscan Construction LLC, Engineered Environments Inc, Chace CM, M.A.C. Construction, UVA Engineering Construction. Furthermore, Guaranteed Fence has performed previous fencing services such as the installation of metal picket fences, vinyl coded chain link fences, and wood dune beach fences for the City of Miami Beach's Parks and Recreation Department.

Sunrise Security Agency & Management Inc

Sunrise Security Agency & Management, Inc. has been in business for 14 years. Sunrise Security Agency & Management, Inc. is the lowest bidder in twelve groups and second lowest bidder in two groups.

Sunrise Security Agency & Management, Inc. was highly rated by FDOT, where the company has performed all its previous fencing work. Sunrise Security Agency & Management, Inc. has assisted FDOT since 2006, while providing fencing services totaling \$400,000 along the Tri-Rail Corridor. FDOT confirmed that Sunrise Security Agency & Management, Inc. is very responsive, reliable, and cordial. FDOT further added that Sunrise Security Agency & Management, Inc. quickly and effectively has responded to all requests while always maintaining its competitive prices.

Murray Fence

Murray Fence has been in business for 40 years and has provided fencing services for the City of Miami Beach for over eight (8) years. They have been very reliable, dependable, and provide a very responsive and prompt service, even in emergency situations. Murray Fence is the lowest bidder in two groups and second lowest bidder in six groups.

Murray Fence was highly rated on the performance evaluation surveys received from City of Miami, Bovis Lend Lease Inc, Baptist Hospital, and Lion Plumbing Supply Inc. Furthermore, Murray Fence has performed previous fencing services for the City of Miami Beach.

FBM General Contracting Corporation

FBM General Contracting Corporation ("FBM") has resulted lowest (primary) in one group and second lowest (secondary) in two groups out of the twenty one groups requested to bid on ITB#12-08-09. However, no Performance Evaluation Surveys were received on behalf of FBM and the Procurement Office was unable to secure favorable references relative to fencing jobs performed by FBM.

Furthermore, FBM failed to submit pricing on group XXI: End/Corner Post, which will exclude FBM from fencing jobs requiring end/corner posts.

Benefits generated from awarding contracts to the Fencing Companies

The contracts will offer more flexible resources to ensure that all operational divisions and departments fulfill their fencing needs in a timely manner while always securing the lowest cost. Currently, every department spent countless hours requesting quotes from three (3) different sources each time a fencing job is required. The contracts will lower the costs of procuring fencing services since the prices will be secured for at least one (1) year and will reduce the "purchasing" time.

Project Assignment/Award

Before each project is assigned to a specific company, each department will be responsible for going through the exercise of anticipating and calculating all the fence materials, posts, and gates required for the completion of the job. Each project will be awarded to the company that is the lowest responsive bidder on the combination of all materials required and therefore results in the lowest possible total cost for the project. The department will be also responsible for the inspection and verification of all materials to ensure that they conform to the specifications required on the site.

Award Scenario

The following scenario illustrates how the departments will utilize the proposed unit pricing to determine the overall best price as needed to meet the minimum specifications for each fence project:

Scenario: If the job to be completed requires a 250 linear feet Vinyl Coated chain Link Fence – 5' high with post calculated at 10' apart and a 5' x 4' gate, the results will be the following:

	Murray Fence	Sunrise Security Agency	Guaranteed Fence
250/lf fence	\$13.98x250' = \$ 3,495.00	\$6.99x250' = \$ 1,747.50	\$ 14.00x250' = \$3,500.00
25/Posts (5')	\$54.62x25/ea = \$1,365.50	\$59.00x25/ea = \$1,475.00	\$60.00x25/ea = \$1,500.00
1/gate (5'x4')	\$344.00x1/ea = \$ 344.00	\$375.00x1/ea = \$ 375.00	\$225.00x1/ea = \$ 225.00
TOTAL	\$5,204.50	\$3,597.50	\$5,225.00

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission accept the City Manager's recommendation to award contracts to Sunrise Security Agency & Maintenance Inc, Guaranteed Fence Corp., and Murray Fence Company for Fencing Services, pursuant to ITB No. 12-08/09, in the estimated total annual amount of \$ 65,000.

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

APPENDIX "A"

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY INC	SECURITY MANAGEMENT & MANAGEMENT AND CONSULTING OF FLORIDA LLC	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
<p>GROUP I: GALVANIZED CHAIN LINK FENCE</p>						
ITEM 1:	4' high chain link fence					
	Up to 250' LF. per LF	\$12.08	\$5.99	\$55.00	\$12.24	\$49.00
	Up to 250' LF. per LF	\$11.60	\$5.99	\$50.00	\$12.00	\$48.00
ITEM 2:	5' high chain link fence					
	Up to 250' LF. per LF	\$13.43	\$6.99	\$75.00	\$12.80	\$49.50
	Over 250' LF. per LF	\$12.74	\$6.99	\$70.00	\$12.00	\$48.50
ITEM 3:	6' high chain link fence					
	Up to 250' LF. per LF	\$15.18	\$7.99	\$95.00	\$15.00	\$55.00
	Over 250' LF. per LF	\$14.44	\$7.99	\$90.00	\$14.50	\$54.00
ITEM 4:	8' high chain link fence					
	Up to 250' LF. per LF	\$22.47	\$8.99	\$120.00	\$20.00	\$59.00
	Over 250' LF. per LF	\$21.61	\$8.99	\$110.00	\$19.50	\$58.00
ITEM 5:	10' high chain link fence					
	Up to 250' LF. per LF	\$26.40	\$9.25	\$185.00	\$26.30	\$68.00
	Over 250' LF. per LF	\$25.65	\$9.25	\$195.00	\$25.75	\$67.00
ITEM 6:	12' high chain link fence					
	Up to 250' LF. per LF	\$30.36	\$10.19	\$225.00	\$28.80	\$89.50
	Over 250' LF. per LF	\$29.61	\$10.19	\$215.00	\$27.80	\$88.50
ITEM 7:	Chain link fence misc items					
	Up to 250' LF. per LF	\$4.05	\$3.99	\$30.00	\$1.80	\$7.00
	Over to 250' LF. per LF	\$3.74	\$3.99	\$20.00	\$1.80	\$6.50
<p>TOTAL GROUP I: \$243.86 \$409.01 \$106.78 \$206.00 \$1,535.00 \$230.29 \$747.50</p>						
<p>GROUP II: VINYL COATED CHAIN LINK FENCE</p>						
ITEM 8:	4' high chain link fence					
	Up to 250' LF. per LF	\$12.30	\$5.99	\$75.00	\$15.20	\$52.00
	Over 250' LF. per LF	\$11.94	\$5.99	\$70.00	\$15.00	\$51.00
ITEM 9:	5' high chain link fence					
	Up to 250' LF. per LF	\$13.98	\$6.99	\$95.00	\$16.40	\$53.00
	Over 250' LF. per LF	\$13.35	\$6.99	\$90.00	\$16.00	\$52.50

 Mathematical errors made by bidders have been corrected
 No bid was submitted by Bidder
 Lowest Bidder Price
 Second Lowest Bidder Price

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SUNRISE SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
ITEM 10: 6' high chain link fence							
Up to 250'LF. per LF	\$15.54	\$36.57	\$7.49	\$15.50	\$185.00	\$17.90	\$59.00
Over 250'LF. per LF	\$14.88	\$36.00	\$7.49	\$15.50	\$200.00	\$17.00	\$58.00
ITEM 11: 8' high chain link fence							
Up to 250'LF. per LF	\$23.54	\$42.09	\$7.99	\$21.00	\$225.00	\$21.70	\$60.00
Over 250'LF. per LF	\$22.77	\$41.50	\$7.99	\$21.00	\$215.00	\$21.00	\$59.50
ITEM 12: 10' high chain link fence							
Up to 250'LF per LF	\$28.64	\$54.71	\$8.25	\$28.50	\$275.00	\$27.25	\$69.00
Over 250'LF. per LF	\$28.24	\$51.99	\$8.25	\$28.50	\$260.00	\$27.00	\$68.50
ITEM 13: 12' high chain link fence							
Up to 250LF. per LF	\$36.06	\$66.43	\$8.99	\$30.00	\$315.00	\$29.88	\$92.00
Over 250'LF. per LF	\$35.41	\$66.00	\$8.99	\$30.00	\$305.00	\$29.00	\$91.00
ITEM 14: Chain link fence misc items							
Up to 250' LF. per LF	\$3.36	\$8.64	\$3.99	\$4.00	\$275.00	\$1.28	\$7.50
Over 250' LF. per LF	\$3.17	\$8.50	\$3.99	\$4.00	\$200.00	\$1.20	\$7.00
TOTAL GROUP II:	\$263.18	\$540.81	\$99.93	\$252.00	\$2,785.00	\$255.81	\$760.00

**GROUP III:
CHAIN LINK GATES ALL GALVANIZED**

ITEM 15: 4' high x 4 wide per gate	\$240.00	\$325.00	\$275.00	\$100.00	\$300.00	\$181.00	\$1,245.00
ITEM 16: 4' high x 6 wide per gate	\$282.00	\$510.00	\$300.00	\$150.00	\$400.00	\$236.00	\$1,345.00
ITEM 17: 4' high x 8 wide per gate	\$317.00	\$790.00	\$325.00	\$200.00	\$450.00	\$272.00	\$1,430.00
ITEM 18: 5' high x 4 wide per gate	\$269.00	\$425.00	\$335.00	\$125.00	\$300.00	\$220.00	\$1,300.00
ITEM 19: 5' high x 6 wide per gate	\$315.00	\$610.00	\$340.00	\$175.00	\$375.00	\$239.00	\$1,375.00
ITEM 20: 5' high x 8 wide per gate	\$360.00	\$890.00	\$359.00	\$225.00	\$425.00	\$330.00	\$1,460.00
ITEM 21: 6' high x 4 wide per gate	\$289.00	\$490.00	\$365.00	\$150.00	\$420.00	\$305.00	\$1,430.00
ITEM 22: 6' high x 6 wide per gate	\$330.00	\$690.00	\$375.00	\$200.00	\$450.00	\$335.00	\$1,500.00
ITEM 23: 6' high x 8 wide per gate	\$363.00	\$990.00	\$385.00	\$250.00	\$550.00	\$360.00	\$1,525.00
ITEM 24: 6' high x 10 wide per gate	\$420.00	\$1,179.00	\$395.00	\$300.00	\$650.00	\$375.00	\$1,550.00
ITEM 25: 6' high x 12 wide per gate	\$485.00	\$1,379.00	\$400.00	\$400.00	\$900.00	\$380.00	\$1,575.00
TOTAL GROUP III:	\$3,670.00	\$8,278.00	\$3,854.00	\$2,275.00	\$5,220.00	\$3,233.00	\$15,735.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SUNRISE SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP IV:							
CHAIN LINK GATES ALL VINYL COATED							
ITEM 26:	\$297.00	\$470.00	\$359.00	\$200.00	\$400.00	\$312.00	\$1,270.00
ITEM 27:	\$419.00	\$620.00	\$375.00	\$300.00	\$425.00	\$389.00	\$1,350.00
ITEM 28:	\$485.00	\$817.00	\$350.00	\$400.00	\$450.00	\$468.00	\$1,435.00
ITEM 29:	\$344.00	\$495.00	\$375.00	\$225.00	\$475.00	\$326.00	\$1,330.00
ITEM 30:	\$392.00	\$607.00	\$380.00	\$225.00	\$500.00	\$383.00	\$1,385.00
ITEM 31:	\$455.00	\$907.00	\$395.00	\$300.00	\$550.00	\$497.00	\$1,470.00
ITEM 32:	\$310.00	\$531.00	\$415.00	\$225.00	\$600.00	\$352.00	\$1,440.00
ITEM 33:	\$465.00	\$710.00	\$425.00	\$350.00	\$900.00	\$425.00	\$1,550.00
ITEM 34:	\$494.00	\$1,108.00	\$430.00	\$400.00	\$950.00	\$510.00	\$1,535.00
ITEM 35:	\$680.00	\$1,281.00	\$435.00	\$450.00	\$1,000.00	\$539.00	\$1,570.00
ITEM 36:	\$804.00	\$1,681.00	\$450.00	\$500.00	\$1,100.00	\$638.00	\$1,580.00
23	\$5,145.00	\$9,227.00	\$4,389.00	\$3,575.00	\$7,350.00	\$4,839.00	\$15,915.00
GROUP V:							
CHAIN LINK GATES ALL GALVANIZED							
ITEM 37:	\$25.00	\$90.00	\$65.00	\$40.00	\$300.00	\$160.00	\$190.00
ITEM 38:	\$30.00	\$110.00	\$75.00	\$50.00	\$400.00	\$200.00	\$210.00
ITEM 39:	\$35.00	\$150.00	\$85.00	\$60.00	\$500.00	\$264.00	\$225.00
	\$90.00	\$350.00	\$225.00	\$150.00	\$1,200.00	\$624.00	\$625.00
GROUP VI:							
CHAIN LINK GATES ALL VINYL COATED							
ITEM 40:	\$35.00	\$100.00	\$70.00	\$60.00	\$400.00	\$174.00	\$195.00
ITEM 41:	\$40.00	\$130.00	\$80.00	\$70.00	\$600.00	\$220.00	\$215.00
ITEM 42:	\$45.00	\$190.00	\$95.00	\$75.00	\$800.00	\$264.00	\$225.00
	\$120.00	\$420.00	\$245.00	\$205.00	\$1,800.00	\$658.00	\$635.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP VII:							
TEMPORARY CHAIN LINK GALVANIZED							
ITEM 43:	\$7.60	\$19.50	\$80.00	\$4.00	\$80.00	\$2.60	\$17.00
ITEM 44:	\$10.26	\$24.50	\$95.00	\$6.00	\$95.00	\$3.65	\$20.00
ITEM 45:	\$180.00	\$450.00	\$350.00	\$50.00	\$650.00	\$62.00	\$395.00
ITEM 46:	\$420.00	\$950.00	\$375.00	\$200.00	\$1,200.00	\$208.00	\$1,185.00
ITEM 47:	\$210.00	\$650.00	\$400.00	\$75.00	\$800.00	\$86.00	\$475.00
ITEM 48:	\$605.00	\$1,250.00	\$425.00	\$300.00	\$2,800.00	\$146.00	\$1,295.00
TOTAL GROUP VII:	\$1,432.86	\$3,349.00	\$1,725.00	\$635.00	\$5,625.00	\$508.25	\$3,387.00

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP VIII:							
WIND SCREEN BLACK OR GREEN 75% BLOCK							
ITEM 49:	\$4.06	\$7.29	\$4.99	\$3.80	\$25.00	\$8.00	\$13.00
ITEM 50:	\$4.06	\$7.40	\$6.99	\$3.80	\$30.00	\$9.00	\$14.00
ITEM 51:	\$5.70	\$7.98	\$7.99	\$3.80	\$49.00	\$10.00	\$15.50
ITEM 52:	\$8.60	\$8.54	\$8.00	\$3.80	\$60.00	\$12.00	\$18.00
ITEM 53:	\$10.47	\$11.41	\$8.02	\$10.00	\$79.00	\$14.00	\$25.00
ITEM 54:	\$11.35	\$13.97	\$8.25	\$10.00	\$100.00	\$15.00	\$35.00
TOTAL GROUP VIII:	\$44.24	\$66.59	\$44.24	\$35.20	\$343.00	\$66.00	\$120.50

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP IX:							
STATIONARY BOLLARD POSTS							
ITEM 55:	\$202.00	\$195.00	\$15.00	\$150.00	\$300.00	\$440.00	\$1,795.00
ITEM 56:	\$397.00	\$225.00	\$15.00	\$250.00	\$375.00	\$440.00	\$1,895.00
TOTAL GROUP IX:	\$599.00	\$420.00	\$30.00	\$400.00	\$675.00	\$880.00	\$3,650.00

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP X:							
REMOVABLE BOLLARD WITH BOTTOM SLEEVE							
ITEM 57:	\$264.00	\$1,100.00	\$15.00	\$200.00	\$200.00	\$400.00	\$1,875.00
ITEM 58:	\$425.00	\$1,400.00	\$15.00	\$350.00	\$300.00	\$440.00	\$1,975.00
TOTAL GROUP X:	\$689.00	\$2,500.00	\$30.00	\$550.00	\$500.00	\$840.00	\$3,850.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SUNRISE SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP XI:							
<u>CORE DRILLING UP TO 12" THICK SLAB PER HOLE</u>							
ITEM 59:	\$8.90	\$8.00	\$5.00	\$10.00	\$60.00	\$139.00	\$225.00
ITEM 60:	\$12.90	\$10.00	\$8.00	\$10.00	\$80.00	\$169.00	\$300.00
ITEM 61:	\$17.20	\$12.00	\$8.31	\$10.00	\$100.00	\$189.00	\$325.00
ITEM 62:	\$21.50	\$16.00	\$8.99	\$10.00	\$120.00	\$240.00	\$400.00
TOTAL GROUP XI:	\$60.50	\$46.00	\$30.30	\$40.00	\$360.00	\$737.00	\$1,250.00
GROUP XII:							
<u>ON SITE WELDING (GALVANIZED OR ALUMINUM)</u>							
ITEM 63:	\$45.00	\$235.00	\$12.00	\$50.00	\$350.00	\$178.00	\$295.00
TOTAL GROUP XII:	\$45.00	\$235.00	\$12.00	\$50.00	\$350.00	\$178.00	\$295.00
GROUP XIII:							
<u>FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH</u>							
ITEM 64:	\$3.94	\$3.75	\$6.99	\$2.50	\$50.00	\$2.50	\$18.00
ITEM 65:	\$3.74	\$3.25	\$6.99	\$2.50	\$40.00	\$2.25	\$17.00
TOTAL GROUP XIII:	\$7.68	\$7.00	\$13.98	\$5.00	\$90.00	\$4.75	\$35.00
GROUP XIV:							
<u>ALUMINUM PICKET FENCE</u>							
ITEM 66:	\$29.00	\$52.00	\$7.99	\$35.00	\$90.00	\$40.00	\$78.00
Up to 250' LF. per LF	\$26.00	\$51.00	\$7.99	\$35.00	\$80.00	\$35.00	\$76.00
Over 250' LF. per LF	\$33.50	\$56.00	\$8.49	\$40.00	\$90.00	\$46.00	\$82.00
Up to 250' LF. per LF	\$30.50	\$55.00	\$8.49	\$40.00	\$80.00	\$45.00	\$81.00
Over 250' LF. per LF	\$41.00	\$68.00	\$8.99	\$45.00	\$90.00	\$60.00	\$85.00
Up to 250' LF. per LF	\$38.00	\$67.00	\$8.99	\$45.00	\$80.00	\$58.00	\$84.00
Over 250' LF. per LF							
ITEM 69:	\$4.00	\$9.00	\$6.00	\$2.00	\$45.00	\$1.25	\$7.00
Rounded top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot	\$292.00	\$358.00	\$56.94	\$242.00	\$555.00	\$285.25	\$493.00
TOTAL GROUP XIV:	\$292.00	\$358.00	\$56.94	\$242.00	\$555.00	\$285.25	\$493.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SUNRISE SECURITY AGENCY & MANAGEMENT INC	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP XV						
ALUMINUM SWING GATES						
ITEM 70: 4' high per LF.	\$57.00	\$125.00	\$65.00	\$48.00	\$93.00	\$350.00
ITEM 71: 5' high per LF	\$71.40	\$185.00	\$75.00	\$40.00	\$104.00	\$365.00
ITEM 72: 6' high per LF	\$85.60	\$225.00	\$85.00	\$65.00	\$112.50	\$370.00
ITEM 73: 8' high per LF	\$114.50	\$268.00	\$89.00	\$70.00	\$150.00	\$390.00
ITEM 74: 10' high per LF	\$132.60	\$300.00	\$99.00	\$25.00	\$190.00	\$400.00
TOTAL GROUP XV:	\$461.10	\$1,103.00	\$413.00	\$248.00	\$649.50	\$1,875.00

GROUP XVI:
WOOD FENCES

ITEM 75: 4' high	\$24.00	\$25.95	\$16.00	\$20.00	\$26.00	\$42.00
Up to 100' LF. per LF	\$23.00	\$25.50	\$16.00	\$15.00	\$25.00	\$41.00
Up to 200' LF. per LF	\$22.00	*****	\$16.00	\$15.00	\$24.00	\$40.00
Over 200' LF. per LF						
ITEM 76: 6' high	\$24.00	\$28.95	\$18.00	\$25.00	\$26.00	\$48.00
Up to 100' LF per LF	\$23.00	\$27.50	\$18.00	\$20.00	\$25.00	\$47.00
Up to 200' LF. per LF	\$22.00	\$27.00	\$18.00	\$20.00	\$24.00	\$46.00
Over 200' LF. per LF						
TOTAL GROUP XVI:	\$138.00	\$134.90	\$102.00	\$115.00	\$150.00	\$264.00

GROUP XVII:
WOOD FENCE SINGLE OR DOUBLE GATES

ITEM 77: 4' high per LF	\$34.00	\$90.00	\$45.00	\$20.00	\$50.00	\$275.00
ITEM 78: 6' high per LF	\$34.00	\$100.00	\$65.00	\$40.00	\$60.00	\$350.00
ITEM 79: Additional cost per Linear Foot if wood fence is board to board model or shadow box model.	\$5.00	\$8.00	\$25.00	\$5.00	\$2.00	\$5.00
TOTAL GROUP XVII:	\$73.00	\$198.00	\$135.00	\$65.00	\$112.00	\$630.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBI GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP XVIII:							
EMERGENCY WORK							
ITEM 80: 4' high per LF	\$2.22	\$7.00	\$5.99	\$2.00	\$75.00	\$3.00	\$8.25
ITEM 81: 5' high per LF	\$2.47	\$7.50	\$6.99	\$2.00	\$100.00	\$3.25	\$8.50
ITEM 82: 6' high per LF	\$2.74	\$8.00	\$7.99	\$3.00	\$100.00	\$3.50	\$8.75
ITEM 83: 8' high per LF	\$3.05	\$8.50	\$8.15	\$3.00	\$120.00	\$4.00	\$10.00
ITEM 84: 10' high per LF	\$3.38	\$9.00	\$8.49	\$3.00	\$140.00	\$4.25	\$12.00
ITEM 85: 12' high per LF	\$3.79	\$12.00	\$8.99	\$3.00	\$150.00	\$4.50	\$13.50
TOTAL GROUP XVIII:	\$17.65	\$52.00	\$46.60	\$16.00	\$685.00	\$22.50	\$61.00

**GROUP XIX:
SAND FENCE**

ITEM 86: 50' LF Dunne Fence (rolls)							
Up to 100/rolls per roll	\$47.75	\$395.00	\$65.00	\$75.00	\$1,000.00	\$80.00	\$550.00
Over 100/rolls per roll	\$43.69	\$375.00	\$65.00	\$75.00	\$1,000.00	\$75.00	\$545.00
ITEM 87 Sand fence installed onto 4"x4"x8' pressure treated wood posts (8' to 10' on center),							
Up to 5,000' lf per LF	\$3.98	\$39.00	\$10.99	\$6.00	\$50.00	\$192.00	\$19.00
Over 5,000' lf per LF	\$3.23	\$37.90	\$10.99	\$5.50	\$40.00	\$180.00	\$18.00
TOTAL GROUP XIX:	\$98.65	\$846.90	\$151.98	\$161.50	\$2,090.00	\$527.00	\$1,132.00

**GROUP XX:
MISCELLANEOUS WORK**

ITEM 88: 4' high per LF	\$5.00	\$21.00	\$25.00	\$10.00	\$30.00	\$21.50	\$47.00
ITEM 89: 5' high per LF	\$6.25	\$24.00	\$27.00	\$12.00	\$40.00	\$21.50	\$49.25
ITEM 90: 6' high per LF	\$7.50	\$25.00	\$28.00	\$14.00	\$50.00	\$26.60	\$49.50
ITEM 91: 8' high per LF	\$10.00	\$29.00	\$29.00	\$10.00	\$60.00	\$26.60	\$54.00
ITEM 92: 10' high per LF	\$12.50	\$34.00	\$29.99	\$10.00	\$75.00	\$33.00	\$59.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SECURITY AGENCY & MANAGEMENT INC	SUNRISE SECURITY AGENCY & MANAGEMENT OF FLORIDA LLC	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
ITEM 93: 20ft high metal line post, 3"inch diameter							
Cost per post every 10ft (up to 100')	\$750.00	\$225.00	\$35.00	\$250.00	\$400.00	\$320.00	\$995.00
Cost per post every 10ft (up to 300')	\$725.00	\$225.00	\$35.00	\$250.00	\$500.00	\$300.00	\$980.00
Cost per post every 10ft (up to 500')	\$700.00	\$220.00	\$35.00	\$250.00	\$600.00	\$275.00	\$970.00
ITEM 94: Netting (Black) installed 20ft high skirt system attached across each 10' ft. post. Cost per foot installed							
10ft across x 20' high (up to 100')	\$36.55	\$29.00	\$30.00	\$40.00	\$100.00	\$62.00	\$275.00
10ft across x 20' high (up to 300')	\$26.87	\$28.00	\$30.00	\$40.00	\$200.00	\$52.00	\$250.00
10ft across x 20' high (up to 500')	\$25.24	\$28.00	\$30.00	\$40.00	\$300.00	\$48.00	\$200.00
TOTAL GROUP XX:	\$2,304.91	\$688.00	\$336.99	\$926.00	\$2,355.00	\$1,186.20	\$3,928.75

GROUP XXI:

END/CORNER POST

End / Corner Post Schedule 40 pipe galvanized

ITEM 95: 4'	\$37.30	\$57.60	\$49.00	\$25.00	\$50.00	\$25.00	*****	Not Installed
ITEM 96: 5'	\$40.50	\$67.20	\$55.00	\$25.00	\$55.00	\$25.00	*****	\$40.00
ITEM 97: 6'	\$43.95	\$76.80	\$59.00	\$40.00	\$65.00	\$40.00	*****	\$43.00
ITEM 98: 7'	\$52.00	\$86.80	\$66.00	\$50.00	\$70.00	\$50.00	*****	\$48.00
ITEM 99: 8'	\$57.26	\$96.00	\$69.00	\$60.00	\$75.00	\$60.00	*****	\$59.00
ITEM 100: 9'	\$78.00	\$110.00	\$71.00	\$25.00	\$80.00	\$25.00	*****	\$70.00
ITEM 101: 10'	\$91.00	\$115.20	\$75.00	\$60.00	\$85.00	\$60.00	*****	\$74.00
ITEM 102: 11'	\$99.00	\$124.80	\$77.00	\$60.00	\$90.00	\$60.00	*****	\$78.00
ITEM 103: 12'	\$115.00	\$134.40	\$80.00	\$60.00	\$100.00	\$60.00	*****	\$84.00
End / Corner Post Schedule 40 pipe vinyl coated								\$96.00
ITEM 104: 4'	\$44.10	\$77.88	*****	\$40.00	\$60.00	\$40.00	*****	\$43.00
ITEM 105: 5'	\$50.19	\$90.86	\$49.00	\$40.00	\$65.00	\$40.00	*****	\$46.00
ITEM 105: 5'	\$54.62	\$103.84	\$59.00	\$60.00	\$70.00	\$60.00	*****	\$50.00
ITEM 107: 7'	\$60.81	\$116.82	\$65.00	\$40.00	\$75.00	\$40.00	*****	\$55.00
ITEM 108: 8'	\$65.00	\$129.80	\$69.00	\$60.00	\$80.00	\$60.00	*****	\$65.00
ITEM 109: 9'	\$103.00	\$142.78	\$71.00	\$25.00	\$85.00	\$25.00	*****	\$76.00
ITEM 110: 10'	\$119.00	\$155.76	\$75.00	\$50.00	\$90.00	\$50.00	*****	\$78.00
ITEM 111: 11'	\$126.00	\$168.74	\$77.00	\$50.00	\$95.00	\$50.00	*****	\$80.00
ITEM 112: 12'	\$143.00	\$181.72	\$80.00	\$70.00	\$100.00	\$70.00	*****	\$89.00
TOTAL GROUP XXI:	\$1,379.73	\$2,099.00	\$1,146.00	\$840.69	\$1,390.00	\$0.00	\$0.00	\$1,218.00
GRAND TOTAL (ALL GROUPS):	\$17,084.86	\$31,451.21	\$13,190.19	\$10,991.70	\$35,963.00	\$15,988.55		\$56,666.75



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490 Fax: 786-394-4002

April 7, 2009

RE: ADDENDUM NO. 3 TO INVITATION TO BID (ITB) NO. 12-08/09 FOR FENCING SERVICES ("the ITB").

In response to questions received by prospective Bidders and the Administration's additional review of the requirements set forth in the ITB, the ITB is hereby amended as follow:

- I. Please be reminded that Performance Evaluation Surveys will be only accepted until the deadline for submission of Bids: **April 15, 2009 at 3:00 p.m.**

Questions and Answers:

Q#1: Could you please let us know how the "Apparent Low Bidder" will be? Would it be adding all of the sections together and coming up with a Lump sum? Please advise,

A#1: As stated on Section 2.3 entitled "Method of Award" located on page 17 of the ITB document.

"The City may award contracts to the lowest and best bidder by group or one contract to the lowest and best bidder by totals".

Bidders are reminded to please acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

CITY OF MIAMI BEACH

Gus Lopez, CPPO
Procurement Director



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490 Fax: 786-394-4002

April 1st, 2009

RE: ADDENDUM NO. 2 TO INVITATION TO BID (ITB) NO. 12-08/09 FOR FENCING SERVICES ("the ITB").

In response to questions received by prospective Bidders and the Administration's additional review of the requirements set forth in the ITB, the ITB is hereby amended as follow:

- I. Please be advised that the contact person for this Bid has been restored to be Maria Estevez. Please send all your questions to mestevez@miamibeachfl.gov.
- II. The sign-in sheet relative to the Pre-Bid meeting held on March 25, 2009 has been included as part of this addendum.
- III. Performance Evaluation Surveys will be accepted until the deadline for submission of Bids: **April 15, 2009 at 3:00 p.m.**
- IV. The MS Word format of the documents to be submitted with your bid may be acquired by sending an e-mail request to Maria Estevez at mestevez@miamibeachfl.gov.
- V. The minimum requirements have been revised (words added are denoted by an underscore; words deleted are denoted by a ~~strikethrough~~) to read as follow:

Prospective bidders must have been in business for a minimum of three (3) years and must submit with their bids six (6) references. The six (6) references must include the following:

- Client's name and contact information;
- Detailed scope of services for each referenced project;
- Date of services; and
- Dollar Amount of contracted services

Multiple references from one client will be accepted only if the client is a government entity.

- VI. The Bid Form has been revised and included as part of this addendum. Please note that all construction work shall be subject to the City of Miami Beach Building Department's Specifications and Work Permit Applications. For further information, please visit the following link: www.miamibeachfl.gov



MIAMI BEACH

CITY OF MIAMI BEACH PRE-BID MEETING SIGN-IN SHEET

DATE: March 25, 2009

RFP No.: ITB-12-08/09

TITLE: FENCING SERVICES

NAME (PLEASE PRINT)	COMPANY NAME - E-MAIL ADDRESS	PHONE#	FAX#
Maria Estevez	Procurement - CMB mestevez@miamibeachfl.gov	305-673-7234	786-394-4002
Jorge Gomez	Guaranteed Fence Corp Guaranteed fence at bellSouth.net	(305) 796-6715	(786) 318-0881
Joe Garcia	BOGAR Management BOGARLLC@gmail.com	(786) 573-1872	(305) 397-2706
ANIE YAN ES	PROPERTY MANAGEMENT P.W.	(786) 236-8658	(305) 673-7650
SAM M SUSO	SUNRISE SECURITY AGENCY & MANAGEMENT INC SAM.SUSO@yahoo.com	786-356-3841	305-960-7921
CARLOS DA SILVA	PARKS & Rec. Dept.	305-673-7000 x 6287	305-673-7120
Catherine Murray	Murray Fence Co.	305-634-2757	305-638-4999
J. BARK	Ronald bellon Fence Inc RM6INC.est@comcast.net	305-652-5595 652-5895	305-652-9344
LARRY GARDNER	Prop. Mgt.	305-362-8200 786-	

RFP-12-08/09

FENCING SERVICES
ITB # 12-08/09

BID PAGE 1 OF 11

COMPANY NAME: _____

GROUP I: GALVANIZED CHAIN LINK FENCE

All chain link fences, all framework schedule .40 pipe Line post 2.5 OD, end corner post 3" OD, top rail 1 5/8" OD, bottom tension wire 7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

	PRICE
ITEM 1: 4' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 2: 5' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 3: 6' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 4: 8' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 5: 10' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 6: 12' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 7: Chain link fence misc items	
1 5/8" top rail	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____

TOTAL GROUP I: \$ _____

FENCING SERVICES
ITB # 12-08/09

BID PAGE 3 OF 11

COMPANY NAME: _____

GROUP III: CHAIN LINK GATES ALL GALVANIZED

Single leaf gates complete with posts		PRICE
ITEM 15:	4' high x 4 wide per gate	\$ _____
ITEM 16:	4' high x 6 wide per gate	\$ _____
ITEM 17:	4' high x 8 wide per gate	\$ _____
ITEM 18:	5' high x 4 wide per gate	\$ _____
ITEM 19:	5' high x 6 wide per gate	\$ _____
ITEM 20:	5' high x 8 wide per gate	\$ _____
ITEM 21:	6' high x 4 wide per gate	\$ _____
ITEM 22:	6' high x 6 wide per gate	\$ _____
ITEM 23:	6' high x 8 wide per gate	\$ _____
ITEM 24:	6' high x 10 wide per gate	\$ _____
ITEM 25:	6' high x 12 wide per gate	\$ _____

Note: when using double access gate single gate item will be multiplied by 2 for correct gate size.

TOTAL GROUP III: \$ _____

GROUP IV: CHAIN LINK GATES ALL VINYL COATED

Single leaf gate complete with posts		
ITEM 26:	4' high x 4 wide per gate	\$ _____
ITEM 27:	4' high x 6 wide per gate	\$ _____
ITEM 28:	4' high x 8 wide per gate	\$ _____
ITEM 29:	5' high x 4 wide per gate	\$ _____
ITEM 30:	5' high x 6 wide per gate	\$ _____
ITEM 31:	5' high x 8 wide per gate	\$ _____
ITEM 32:	6' high x 4 wide per gate	\$ _____
ITEM 33:	6' high x 6 wide per gate	\$ _____
ITEM 34:	6' high x 8 wide per gate	\$ _____
ITEM 35:	6' high x 10 wide per gate	\$ _____
ITEM 36:	6' high x 12 wide per gate	\$ _____

TOTAL GROUP IV: \$ _____

FENCING SERVICES
ITB # 12-08/09

BID PAGE 5 OF 11

COMPANY NAME: _____

GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK

	PRICE
ITEM 49: 4' high per LF.	\$ _____
ITEM 50: 5' high per LF.	\$ _____
ITEM 51: 6' high per LF.	\$ _____
ITEM 52: 8' high per LF.	\$ _____
ITEM 53: 10' high per LF.	\$ _____
ITEM 54: 12' high per LF.	\$ _____
TOTAL GROUP VIII:	\$ _____

GROUP IX: STATIONARY BOLLARD POSTS

Schedule 40 pipe painted osha yellow filled with concrete 4' above ground

ITEM 55: 4" OD per bollard	\$ _____
ITEM 56: 6" OD per bollard	\$ _____
TOTAL GROUP IX:	\$ _____

GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE

ITEM 57: 4" OD per bollard	\$ _____
ITEM 58: 6" OD per bollard	\$ _____
TOTAL GROUP X:	\$ _____

GROUP XI: CORE DRILLING UP TO 12" THICK SLAB PER HOLE COST

ITEM 59: 2" hole	\$ _____
ITEM 60: 4" hole	\$ _____
ITEM 61: 6" hole	\$ _____
ITEM 62: 8" hole	\$ _____

TOTAL GROUP XI: \$ _____

FENCING SERVICES
ITB # 12-08/09

BID PAGE 7 OF 11

COMPANY NAME: _____

GROUP XV: ALUMINUM SWING GATES

With all hardware and posts and lock hasp can be single or double gate. Price per linear foot

	PRICE
ITEM 70: 4' high per LF.	\$ _____
ITEM 71: 5' high per LF.	\$ _____
ITEM 72: 6' high per LF.	\$ _____
ITEM 73: 8' high per LF.	\$ _____
ITEM 74: 10' high per LF.	\$ _____
TOTAL GROUP XV:	\$ _____

GROUP XVI: WOOD FENCES

All materials pressure treated yellow pine #2 grade nailed with rink shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear.

ITEM 75: 4' high	
Up to 100' LF. per LF.	\$ _____
Up to 200' LF. per LF.	\$ _____
Over 200' LF. per LF.	\$ _____
ITEM 76: 6' high	
Up to 100' LF per LF.	\$ _____
Up to 200' LF. per LF.	\$ _____
Over 200' LF. per LF.	\$ _____
TOTAL GROUP XVI:	\$ _____

GROUP XVII: WOOD FENCE SINGLE OR DOOUBLE GATES

With strap hinges and standard lockable hasp. Price will be based per lf being a single or double gate.

ITEM 77: 4' high per LF.	\$ _____
ITEM 78: 6' high per LF.	\$ _____
ITEM 79: Miscellaneous additional cost if wood fence is board to board model or shadow box model. Additional cost per linear foot	\$ _____
TOTAL GROUP XVII:	\$ _____

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 9 OF 11

COMPANY NAME: _____

GROUP XX: MISCELANEOUS WORK

Existing aluminum or galvanized picket fences pressure wash and electro static paint finish color of choice. Price per lf including set up charges.

	PRICE
ITEM 88: 4' high per LF.	\$ _____
ITEM 89: 5' high per LF.	\$ _____
ITEM 90: 6' high per LF.	\$ _____
ITEM 91: 8' high per LF.	\$ _____
ITEM 92: 10' high per LF.	\$ _____

ITEM 93: 20'ft high metal line post, 3"inch diameter installed in concrete footer 14"inch wide x 36"inch deep, with top and bottom rails, including electric static paint (green or black). Cost includes all equipment, materials, equipment, supervision, labor, and delivery installed complete.

Cost per post every 10'ft (up to 100')	\$ _____
Cost per post every 10'ft (up to 300')	\$ _____
Cost per post every 10'ft (up to 500')	\$ _____

ITEM 94: Netting (Black) installed 20' ft high skirt system attached across each 10' ft. post. Net material 3/8' rope barrier, 125lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as requited to attach to metal post, including all equipment, supervision, labor, and delivery, installed complete.

Cost per foot installed 10'ft across x 20' high (up to 100')	\$ _____
Cost per foot installed 10'ft across x 20' high (up to 300')	\$ _____
Cost per foot to install 10'ft across x 20' high (up to 500')	\$ _____

TOTAL GROUP XX: \$ _____

PAYMENT TERMS: NET 30. If other, specify here _____

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: _____

COMPANY NAME: _____

SIGNED: _____

(I certify that I am authorized to execute this bid and commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Addendum No. 1: _____
Insert Date

Addendum No. 2: _____
Insert Date

Addendum No. 3: _____
Insert Date

Addendum No. 4: _____
Insert Date

Addendum No. 5: _____
Insert Date

Addendum No. 6: _____
Insert Date

NAME/TITLE(Print): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE NO: _____

FACSIMILE NO: _____

FEDERAL I.D.#: _____

SIGNED: _____



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490 Fax: 786-394-4002

March 3, 2009

RE: ADDENDUM NO. 1 TO INVITATION TO BID (ITB) NO. 12-08/09 FOR FENCING SERVICES ("the ITB").

In response to questions received by prospective Bidders and the Administration's additional review of the requirements set forth in the ITB, the ITB is hereby amended as follow:

Please be advised that the pre-bid meeting and the Deadline for Submission of Bids has been changed:

- I. The Pre-bid conference will be held on March 25, 2009 at 10:00 a.m. in the City Manager's Large Conference Room, 4th Floor, City Hall, and 1700 Convention Center Drive, Miami Beach, Florida 33139.
- II. The deadline for submission of Bids and Performance Evaluation Surveys has been changed to April 15, 2009 at 3:00 p.m.
- III. Please be advised that the contact person for this Bid has been temporarily changed to Marta Fernandez Rubio. Please send all your questions to MartaFernandezRubio@miamibeachfl.gov

Questions and Answers:

Q1: I am a Broward County contractor. Do I need any additional licensing?

A1: **Please note that in order to submit a bid, bidders are not required to obtain any additional license. However, if a bidder is awarded these services and in order to do business with the City of Miami Beach, bidders must obtain an occupational license from Miami Dade County.**

Q2: Concrete fencing was not included on the specifications of this bid, are you going to include this type of fencing on your specifications.

A2: **No. Concrete fencing is considered a separate construction commodity and it is not included under the scope of services of this Bid.**

Bidders are reminded to please acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

CITY OF MIAMI BEACH

Gus Lopez, CPPO
Procurement Director

ITB No. 12-07/08 Fencing Services
Addendum #1
3/3/2009

INVITATION TO BID

FENCING SERVICES

ITB# 12-08/09

BID OPENING: MARCH 24th, 2009 AT 3:00 P.M.

Gus Lopez, *CPPO, Procurement Director*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov

If you do not have Internet access, please call the RFP Depot's vendor support group at 800-990-9339 or 801-765-9245.

Any questions or clarifications concerning this Bid shall be submitted in writing by mail or facsimile to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139, or FAX: (786) 394-4000. The Bid title/number shall be referenced on all correspondence. All questions must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach reserves the right to accept any bid or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any bid or bid. The City of Miami Beach may reject any and all bids or bids.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- LOCAL PREFERENCE ORDINANCE NO. 2003-3413
- EQUAL BENEFITS ORDINANCE -- ORDINANCE NO. 2005-3494

Detailed representation of all these ordinances can be found on the City of Miami Beach website at <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

Sincerely,



Gus Lopez, CPPO
Procurement Director

FOR FENCING SERVICES
ITB # 12-08/09

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

An Original and five (5) copies of the Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. **Facsimile, electronic, or e-mailed bids will not be accepted.**

1.2 EXECUTION OF BID:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.3 NO BID:

If not submitting a bid, respond by returning the enclosed bid form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

1.4 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

1.5 TAXES:

The City of Miami Beach is exempt from all Federal Excise and State taxes. State Sales Tax and Use Certificate Number is 04-00097-09-23.

1.6 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.7 CONDITION AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this

1.13 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

1.14 INTERPRETATIONS:

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 1700 Convention Center Drive, Miami Beach, FL 33139. E-mail mestevez@miamibeachfl.gov with a copy to GusLopez@miamibeachfl.gov.

1.15 BID OPENING:

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

1.16 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.17 PAYMENT:

Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.18 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

1.19 LEGAL REQUIREMENTS:

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.20 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.29 CANCELLATION:

In the event any of the provisions of this bid are violated by the contractor, the Procurement Director shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission of Miami Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

1.30 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering department; with a copy to the Accounts Payable Department, 1700 Convention Center Drive, Miami Beach, Florida 33139.

1.31 NOTES TO VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

1.32 SUBSTITUTIONS:

The City of Miami Beach, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.33 FACILITIES:

The City Commission reserves the right to inspect the bidder's facilities at any time with prior notice.

1.34 BID TABULATIONS:

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

1.35 PROTEST PROCEDURES:

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

1.36 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Beach Procurement Director at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Beach Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum shall be sent by BidNet® via e-mail or facsimile to each Bidder receiving the Solicitation that is a subscriber to the Bidnet® notification system. Bidders who are not subscribers to the Bidnet® system are responsible for ensuring that they have received all addenda. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall

1.39 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Beach.

1.40 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.41 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.42 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this bid from the awarded vendor. However, items that are to be a Spot Market Purchased may be purchased by other methods, i.e. Federal, State or local contracts.

1.43 ELIMINATION FROM CONSIDERATION

This bid solicitation shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

1.44 WAIVER OF INFORMALITIES

The City reserves the right to waive any informalities or irregularities in this bid solicitation.

1.45 ESTIMATED QUANTITIES

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid solicitation. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City for purposes of determining the low bidder meeting specifications may use said estimates.

1.46 COLLUSION

Bids from related parties. Where two (2) or more related parties each submit a bid or bid for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or bids. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or bids found to be collusive shall be rejected.

contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.54 DETERMINATION OF RESPONSIVENESS:

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

1.55 DELIVERY TIME:

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e.; 12-14 days.

1.56 CONE OF SILENCE

This invitation to bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk.

1.57 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

1.58 TERMINATION FOR CONVENIENCE OF CITY

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful bidder in accordance with the Agreement for all services actually performed by the successful bidder and reasonable direct costs of successful bidder for assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this section.

1.59 INSURANCE AND INDEMNIFICATION:

(See Check List for applicability to this contract)

Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract. Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insureds hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

1.60 MODIFICATION/WITHDRAWALS OF BIDS:

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will not be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of **120** calendar days from the opening of Bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

1.61 EXCEPTIONS TO BID

Bidders are strongly encouraged to thoroughly review the qualification requirements set forth in this ITB, specifically the minimum specifications found on page 21, identified by the words "must", "shall", and "will". Bidders who fail to satisfy the requirements set forth, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this ITB and you are proposing alternatives to said requirements, you must notify the Procurement Office in writing at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

FENCING SERVICES

ITB # 12-08/09

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this bid is to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide fencing services as specified herein, from a source(s) of supply that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

This Contract/Purchase Order shall remain in effect **for one (1) year** from the time of award by the Mayor and City Commission.

2.2.1 Orders will be placed to vendors on an as needed basis to meet City usage requirements.

2.2.2 Providing the successful bidder(s) will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended for an additional **two (2) years**, on a year to year basis, if mutually agreed upon by both parties.

2.3 METHOD OF AWARD

Award of this contract or contracts may be made to the primary and secondary Lowest and Best Bidders, as defined in General Conditions 1.38, on page 10 of this ITB. Should the primary vendor fail to comply with the Terms and Conditions of this Contract, the City reserves the right to award to the secondary vendor, if it is deemed to be in the best interest of the City. The City may award contracts to the lowest and best bidder by group or one contract to the lowest and best bidder by totals.

Award of orders will be based on the vendor's pricing and availability of materials at the time the need arises.

It shall be the sole prerogative of the City as the total amount of awarded vendors on this contract. During the term of this contract, the City reserves the right to add or delete vendors as it deems necessary, in its best interest.

2.4 **PAYMENT:** Invoices for payment will be submitted upon delivery. Invoices will be subject to verification and approval by the ordering Department's designated representative.

2.5 SHIPPING TERMS:

Prices shall include freight to City's premises, and shall be F.O.B. Destination. Vendor shall hold title to the goods until such time as they are delivered, installed and accepted by an authorized City representative.

2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term. The City is also interested in receiving bids that include flexible pricing terms that provide the City with maximum options and flexibility as regulatory and marketplace changes take place.

2.13 PERCENTAGE ABOVE VENDOR COST: N/A

2.14 DISCOUNTS (From published price lists):

Bids shall be submitted on the basis of a discount from a manufacturer's published price list(s). Such published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness. Revised published prices list(s) may be used as a means of price adjustments. However, all bids are to be firm through September 30, 2008, and revised price list(s) will not be accepted by the City until after that date. Revised published price list(s) will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer. Revised prices will not become effective until revised list(s) are submitted to the City under the vendor cover letter identifying the applicable bid number. Vendor cover letter and pricing list(s) must be dated, signed and submitted to the Procurement Director.

2.15 ESTIMATED QUANTITIES:

Quantities, if stated, are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

2.16 WARRANTY:

The successful bidder will be required to warranty all equipment and parts supplied. The successful bidder must accept return for full credit for items shipped in error or damaged in shipment. The City of Miami Beach shall return items in "as received" condition.

2.17 GUARANTEE:

The successful bidder will be required to guarantee all work performed for Installation for a minimum of **one (1) year**.

2.18 REFERENCES (PROVIDE REFERENCES, IN THE CUSTOMER REFERENCE FORM)

Each bid must be accompanied by a minimum of five (5) separate references for contracts.

Reference shall include the name of the company, a contact person, contact person's E-MAIL ADDRESS, the telephone number and facsimile number.

2.19. COMPLETE PROJECT REQUIRED: N/A

2.20 FACILITY LOCATION:

Materials will be delivered to the Public Works Yard located at 451 Dade Boulevard, Miami Beach, Florida 33139. Delivery to other locations within the City limits may be requested.

2.21 PURCHASE OF ITEMS NOT LISTED WITHIN THIS SOLICITATION: N/A

2.22 BIDDER QUALIFICATIONS:

In order for bids to be considered, bidders must submit with their bid, or within five (5) calendar days upon request from the Procurement office, evidence that they are qualified to

FENCING SERVICES

ITB # 12-08/09

3.0 MINIMUM SPECIFICATIONS

3.1 GENERAL

The purpose of this bid is to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide fencing services as specified herein, from a source(s) of supply that will give prompt and efficient service.

3.2. MATERIALS (N/A)

3.3. SCOPE OF SERVICES

Successful bidder(s) will be required to provide fencing services to the Public Works and Parks and Recreation Departments. The City will issue Standing Orders to the selected vendor(s) for the purchase of materials on an as needed basis throughout the year.

Minimum Requirements: Prospective bidders must have been in business for a minimum of three (3) years and must submit with their bids six (6) references.

FENCING SERVICES
ITB # 12-08/09

BID PAGE 2 OF 10

COMPANY NAME: _____

GROUP II: VINYL COATED CHAIN LINK FENCE

All frame work schedule .40 pipe with vinyl coating, line post 2.5 OD, end corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.

	PRICE
ITEM 8: 4' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 9: 5' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 10: 6' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 11: 8' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 12: 10' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 13: 12' high chain link fence	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____
ITEM 14: Chain link fence misc items	
1 5/8" top rail	
Up to 250' LF. per LF.	\$ _____
Over 250' LF. per LF.	\$ _____

TOTAL GROUP II: \$ _____

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 4 OF 10

COMPANY NAME: _____

GROUP V: CHAIN LINK GATES ALL GALVANIZED

	PRICE
ITEM 37: 8' high per LF.	\$ _____
ITEM 38: 10' high per LF.	\$ _____
ITEM 39: 12' high per LF.	\$ _____
TOTAL GROUP V:	\$ _____

GROUP VI: CHAIN LINK GATES ALL VINYL COATED

ITEM 40: 8' high per LF.	\$ _____
ITEM 41: 10' high per LF.	\$ _____
ITEM 42: 12' high per LF.	\$ _____
TOTAL GROUP VI:	\$ _____

GROUP VII: TEMPORARY CHAIN LINK FENCE GALVANIZED

Using 1 5/8" line post, top #9 gauge tension wire, and price to include removal

ITEM 43: 6' high per LF.	\$ _____
ITEM 44: 8' high per LF.	\$ _____

Temporary Double Gates and Single Gates

ITEM 45: 6'x6' single gate per gate	\$ _____
ITEM 46: 6'x20' double gate per gate	\$ _____
ITEM 47: 8'x6' single gate per gate	\$ _____
ITEM 48: 8'x20' double gate per gate	\$ _____

TOTAL GROUP VII: \$ _____

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 6 OF 10

COMPANY NAME: _____

GROUP XII: MISCELANEOUS ON SITE WELDING EITHER GALVANIZED OR ALUMINUM

		PRICE
ITEM 63:	(Include set up cost based on <u>hourly rate</u>)	\$ _____
TOTAL GROUP XII:		\$ _____

GROUP XIII: FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH

ITEM 64:	Under 250' LF per LF.	\$ _____
ITEM 65:	Over 250' LF. per LF.	\$ _____
TOTAL GROUP XIII:		\$ _____

GROUP XIV: ALUMINUM PICKET FENCE

With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, bronze.

ITEM 66:	4' high	
	Up to 250' LF. per LF.	\$ _____
	Over 250' LF. per LF.	\$ _____
ITEM 67:	5' high	
	Up to 250' LF. per LF.	\$ _____
	Over 250' LF. per LF.	\$ _____
ITEM 68:	6' high	
	Up to 250' LF. per LF.	\$ _____
	Over 250' LF. per LF.	\$ _____
ITEM 69:	Note: rounded top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot	\$ _____
TOTAL GROUP XIV:		\$ _____

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 8 OF 10

COMPANY NAME: _____

GROUP XVIII: EMERGENCY WORK

In the case of hurricane city will notify contractor with at least 48 hours to remove windscreen on standard fences or to baseball fields or tennis courts to remove all screening and to store on site then to reinstall at city's request price to include mobilization as well as tie straps all based on linear foot price.

	PRICE
ITEM 80: 4' high per LF.	\$ _____
ITEM 81: 5' high per LF.	\$ _____
ITEM 82: 6' high per LF.	\$ _____
ITEM 83: 8' high per LF.	\$ _____
ITEM 84: 10' high per LF.	\$ _____
ITEM 85: 12' high per LF.	\$ _____

TOTAL GROUP XVIII: \$ _____

GROUP XIX: SAND FENCE

Constructed of No.1 Aspen pickets (3/8" x 1 1/2" x 48"), woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

ITEM 86: 50' LF Dunne Fence (rolls)	
Up to 100/rolls per roll	\$ _____
Over 100/rolls per roll	\$ _____

ITEM 87: Sand fence installed onto 4"x4"x8' pressure treated wood posts (8' to 10' on center), work includes all necessary equipment, material, labor and supervision to install:

Up to 5,000' lf per LF.	\$ _____
Over 5,000' lf per LF.	\$ _____

TOTAL GROUP XIX: \$ _____

BID PAGE 10 OF 10

PAYMENT TERMS: NET 30. If other, specify here _____

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: _____

COMPANY NAME: _____

SIGNED: _____
(I certify that I am authorized to execute this bid and commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Addendum No. 1: _____
Insert Date

Addendum No. 2: _____
Insert Date

Addendum No. 3: _____
Insert Date

Addendum No. 4: _____
Insert Date

Addendum No. 5: _____
Insert Date

Addendum No. 6: _____
Insert Date

NAME/TITLE(Print): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE NO: _____

FACSIMILE NO: _____

FEDERAL I.D.#: _____

SIGNED: _____

- f) **Cost Information:**
Cost Information must be submitted with bid.
- g) **Acknowledgment of Addenda:**
(IF REQUIRED BY ADDENDUM) and Bid Information forms.

6. Any other Documents Required by this ITB.

BID CHECK LIST

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

X	Original and five copies of bid (including all submittal information) General Conditions Section 1.1 Special Conditions Section 2.22
X	Execution of Bid General Conditions Section 1.2
N/A	Equivalents/Equal Product General Conditions Section 1.10 Special Conditions Section 2.24
X	Insurance and Indemnification (including Insurance Checklist) General Condition Section 1.26 General Conditions Section 1.58
N/A	Bid Guaranty/Performance Bond General Condition Section 1.27
X	Warranty General Condition Section 2.17
N/A	Product/Catalog Information Special Conditions Section 2.15
X	References Special Conditions Section 2.18
X	Bidder Qualifications Special Conditions Section 2.22
X	Minimum to Specifications Special Conditions Section 3.0
X	Contractor's Questionnaire
X	Declaration: Non-discrimination in Contrats and Benefits
X	Past Performance Client Survey Information (sent to clients)

CUSTOMER REFERENCE LISTING (CONTD.)

4) Company Name _____
Address _____
Contact Person/Contract Amount _____
Telephone No. _____ Fax No. _____
E-mail _____

5) Company Name _____
Address _____
Contact Person/Contract Amount _____
Telephone No. _____ Fax No. _____
E-mail _____

6) Company Name _____
Address _____
Contact Person/Contract Amount _____
Telephone No. _____ Fax No. _____
E-mail _____

CONTRACTOR'S / BIDDER'S QUESTIONNAIRE (CONTD.)

Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____ have _____ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

I HEREBY CERTIFY that the above answers are true and correct.

_____(SEAL)

_____(SEAL)



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: _____

Point of Contact: _____

Phone and e-mail: _____

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	
2	Quality of workmanship	(1-10)	
3	Ability to provide excellent customer service with professional approach	(1-10)	
4	Ability to perform quality work under emergency conditions	(1-10)	
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	

Overall Comments: _____

Agency or Contact Reference Business Name: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

Yes No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

Yes No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

Question 2. (continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



MIAMIBEACH

**CITY OF MIAMI BEACH
REASONABLE MEASURES APPLICATION**

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date



QUICK REFERENCE GUIDE TO EQUAL BENEFITS COMPLIANCE

STEP 1: UNDERSTANDING THE LAW

What does the law require?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses.

Who is covered by this Ordinance?

Competitively bid City contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks. For more information, see Equal Benefits Ordinance Summary.

What benefits are covered?

The Ordinance applies to all benefits offered by a contractor to its employees who have spouses or domestic partners and all benefits offered directly to such spouses or domestic partners, even when the employee pays the entire cost of the benefit. This includes but is not limited to: sick leave, bereavement leave, family medical leave, and health benefits.

What is a Domestic Partner?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state and local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

What if a contractor is unable to offer benefits equally?

Some contractors are unable to find an insurance company willing to offer domestic partner coverage. When a contractor takes all reasonable measures to stop discriminating, but can't for reasons outside its control, it can comply with the Equal Benefits Ordinance if it agrees to pay a cash equivalent. A cash equivalent is the amount of money paid by an employer for the spousal benefit that is unavailable for domestic partners, or vice versa. For more information, see Reasonable Measures Application.

What if a company will comply but needs time to do it?

Once a contractor makes it clear that it will comply with the Declaration, in certain situations ending discrimination in benefits may be delayed. For instance, offering medical insurance may be delayed until the contractor's next enrollment period; other benefits, such as bereavement leave, may be delayed until the contractor's personnel policies can be revised. For more information, see Rules of Procedure of the Substantial Compliance Form.

STEP 2: HOW TO COMPLETE THE DECLARATION: NON-DISCRIMINATION IN CONTRACTS AND BENEFITS FORM

Section 1 asks for information about your company. **If the company employs 50 or less employees in the U.S., skip to Section 4, date and sign.**

Section 2, Question 1A asks whether your company prohibits discrimination against people based on the categories listed.

- Answer "YES" if your company does have such a policy.
- Answer "NO" if your company does not have such a policy.

Question 1B asks whether your company agrees to include a nondiscrimination clause in all subcontracts entered into for the performance of a substantial portion of the any contracts you have with the City. This clause must include all of the categories listed in question 1A. You must answer this question even if your company will not be entering into any subcontracts associated with work performed for the City.

- Answer "YES" if you will agree to include a nondiscrimination clause in subcontracts.
- Answer "NO" if you will not agree to include a nondiscrimination clause in subcontracts.

Question 2A asks whether your company offers benefits (such as medical insurance) to employees' spouses or to employees because they are married (such as bereavement leave which can be taken because of the death of a spouse, or family medical leave which can be taken because of a spouse having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

NOTE: You are considered as offering a benefit even if you don't pay for it. If access to the benefit is offered, but the cost must be paid in whole or in part by the employee, you should still answer "YES".

Question 2B asks whether you company offers benefits (such as medical insurance) to employees' domestic partners or to employees because they are in a domestic partnership (such as bereavement leave which can be taken because of the death of a domestic partner, or family medical leave which can be taken because of a domestic partner having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786.394.4002

NOTICE TO PROSPECTIVE BIDDERS ITB 12-08/09

NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- Not responding due to workload issues.
- Not responding due to minimum experience requirements.
- Not responding due to specifications/scope of services.
- Not responding due to timely payment issues
- OTHER. (Please specify)

We do do not want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: 
 Title: President
 Company: 

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.

FENCING SERVICES
ITB # 12-08/09

INSURANCE CHECK LIST

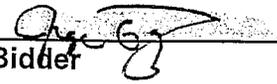
- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$ _____ .00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:
- | | |
|-----------------------------------|--------------|
| ___ Builders Risk completed value | \$ _____ .00 |
| ___ Liquor Liability | \$ _____ .00 |
| ___ Fire Legal Liability | \$ _____ .00 |
| ___ Protection and Indemnity | \$ _____ .00 |
| ___ Employee Dishonesty Bond | \$ _____ .00 |
| ___ Other | \$ _____ .00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

BIDDER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after bid opening.

Guaranteed Fence Corp. Jorge L Gomez, President

Bidder



Signature of Bidder

FENCING SERVICES
ITB # 12-08/09

BID PAGE 1 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP I: GALVANIZED CHAIN LINK FENCE

All chain link fences, all framework schedule .40 pipe Line post 2.5 OD, end corner post 3" OD, top rail 1 5/8" OD, bottom tension wire 7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

ITEM 1:	4' high chain link fence	PRICE
	Up to 250' LF. per LF.	\$10.00 _____
	Over 250' LF. per LF.	\$10.00 _____
ITEM 2:	5' high chain link fence	
	Up to 250' LF. per LF.	\$12.00 _____
	Over 250' LF. per LF.	\$12.00 _____
ITEM 3:	6' high chain link fence	
	Up to 250' LF. per LF.	\$13.50 _____
	Over 250' LF. per LF.	\$13.50 _____
ITEM 4:	8' high chain link fence	
	Up to 250' LF. per LF.	\$17.00 _____
	Over 250' LF. per LF.	\$17.00 _____
ITEM 5:	10' high chain link fence	
	Up to 250' LF. per LF.	\$22.00 _____
	Over 250' LF. per LF.	\$22.00 _____
ITEM 6:	12' high chain link fence	
	Up to 250' LF. per LF.	\$24.00 _____
	Over 250' LF. per LF.	\$24.00 _____
ITEM 7:	Chain link fence misc items	
	1 5/8" top rail	
	Up to 250' LF. per LF.	\$5.00 _____
	Over 250' LF. per LF.	\$4.00 _____

TOTAL GROUP I: \$ 206.00

FENCING SERVICES
ITB # 12-08/09

BID PAGE 2 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP II: VINYL COATED CHAIN LINK FENCE

All frame work schedule .40 pipe with vinyl coating, line post 2.5 OD, end corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.

	PRICE
ITEM 8: 4' high chain link fence	
Up to 250'LF. per LF.	\$13.00 _____
Over 250'LF. per LF.	\$13.00 _____
ITEM 9: 5' high chain link fence	
Up to 250'LF. per LF.	\$14.00 _____
Over 250' LF. per LF.	\$14.00 _____
ITEM 10: 6' high chain link fence	
Up to 250'LF. per LF.	\$15.50 _____
Over 250'LF. per LF.	\$15.50 _____
ITEM 11: 8' high chain link fence	
Up to 250'LF. per LF.	\$21.00 _____
Over 250'LF. per LF.	\$21.00 _____
ITEM 12: 10' high chain link fence	
Up to 250'LF per LF.	\$28.50 _____
Over 250'LF. per LF.	\$28.50 _____
ITEM 13: 12' high chain link fence	
Up to 250LF. per LF.	\$30.00 _____
Over 250'LF. per LF.	\$30.00 _____
ITEM 14: Chain link fence misc items	
1 5/8" top rail	
Up to 250' LF. per LF.	\$4.00 _____
Over 250' LF. per LF.	\$4.00 _____

TOTAL GROUP II: \$ 252.00

FENCING SERVICES
ITB # 12-08/09

BID PAGE 3 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP III: CHAIN LINK GATES ALL GALVANIZED

Single leaf gates complete with posts		PRICE
ITEM 15:	4' high x 4 wide per gate	\$100.00 _____
ITEM 16:	4' high x 6 wide per gate	\$150.00 _____
ITEM 17:	4' high x 8 wide per gate	\$200.00 _____
ITEM 18:	5' high x 4 wide per gate	\$125.00 _____
ITEM 19:	5' high x 6 wide per gate	\$175.00 _____
ITEM 20:	5' high x 8 wide per gate	\$225.00 _____
ITEM 21:	6' high x 4 wide per gate	\$150.00 _____
ITEM 22:	6' high x 6 wide per gate	\$200.00 _____
ITEM 23:	6' high x 8 wide per gate	\$250.00 _____
ITEM 24:	6' high x 10 wide per gate	\$300.00 _____
ITEM 25:	6' high x 12 wide per gate	\$400.00 _____

Note: when using double access gate single gate item will be multiplied by 2 for correct gate size.

TOTAL GROUP III: \$ 2275.00

GROUP IV: CHAIN LINK GATES ALL VINYL COATED

Single leaf gate complete with posts		
ITEM 26:	4' high x 4 wide per gate	\$200.00 _____
ITEM 27:	4' high x 6 wide per gate	\$300.00 _____
ITEM 28:	4' high x 8 wide per gate	\$400.00 _____
ITEM 29:	5' high x 4 wide per gate	\$225.00 _____
ITEM 30:	5' high x 6 wide per gate	\$225.00 _____
ITEM 31:	5' high x 8 wide per gate	\$300.00 _____
ITEM 32:	6' high x 4 wide per gate	\$225.00 _____
ITEM 33:	6' high x 6 wide per gate	\$350.00 _____
ITEM 34:	6' high x 8 wide per gate	\$400.00 _____
ITEM 35:	6' high x 10 wide per gate	\$450.00 _____
ITEM 36:	6' high x 12 wide per gate	\$500.00 _____

TOTAL GROUP IV: \$ 3575.00

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 4 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP V: CHAIN LINK GATES ALL GALVANIZED

	PRICE
ITEM 37: 8' high per LF.	\$40.00 _____
ITEM 38: 10' high per LF.	\$50.00 _____
ITEM 39: 12' high per LF.	\$60.00 _____
TOTAL GROUP V:	\$ <u>150.00</u>

GROUP VI: CHAIN LINK GATES ALL VINYL COATED

ITEM 40: 8' high per LF.	\$60.00 _____
ITEM 41: 10' high per LF.	\$70.00 _____
ITEM 42: 12' high per LF.	\$75.00 _____
TOTAL GROUP VI:	\$ <u>205.00</u>

GROUP VII: TEMPORARY CHAIN LINK FENCE GALVANIZED

Using 1 5/8" line post, top #9 gauge tension wire, and price to include removal

ITEM 43: 6' high per LF.	\$4.00 _____
ITEM 44: 8' high per LF.	\$6.00 _____

Temporary Double Gates and Single Gates

ITEM 45: 6'x6' single gate per gate	\$50.00 _____
ITEM 46: 6'x20 double gate per gate	\$200.00 _____
ITEM 47: 8'x6' single gate per gate	\$75.00 _____
ITEM 48: 8'x20' double gate per gate	\$300.00 _____
TOTAL GROUP VII:	\$ <u>635.00</u>

FENCING SERVICES
ITB # 12-08/09

BID PAGE 5 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.
GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK

	PRICE
ITEM 49: 4' high per LF.	\$3.80 _____
ITEM 50: 5' high per LF.	\$3.80 _____
ITEM 51: 6' high per LF.	\$3.80 _____
ITEM 52: 8' high per LF.	\$3.80 _____
ITEM 53: 10' high per LF.	\$10.00 _____
ITEM 54: 12' high per LF.	\$10.00 _____

TOTAL GROUP VIII: \$ 35.20

GROUP IX: STATIONARY BOLLARD POSTS

Schedule 40 pipe painted osha yellow filled with concrete 4' above ground

ITEM 55: 4" OD per bollard	\$150.00 _____
ITEM 56: 6" OD per bollard	\$250.00 _____

TOTAL GROUP IX: \$ 400.00

GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE

ITEM 57: 4" OD per bollard	\$200.00 _____
ITEM 58: 6" OD per bollard	\$350.00 _____

TOTAL GROUP X: \$ 550.00

GROUP XI: CORE DRILLING UP TO 12" THICK SLAB PER HOLE COST

ITEM 59: 2" hole	\$10.00 _____
ITEM 60: 4" hole	\$10.00 _____
ITEM 61: 6" hole	\$10.00 _____
ITEM 62: 8" hole	\$10.00 _____

TOTAL GROUP XI: \$ 40.0

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 6 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP XII: MISCELANEOUS ON SITE WELDING EITHER GALVANIZED OR ALUMINUM

	PRICE
ITEM 63: (Include set up cost based on <u>hourly rate</u>)	\$50.00 _____
TOTAL GROUP XII:	\$50.00 _____

GROUP XIII: FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH

ITEM 64: Under 250' LF per LF.	\$2.50 _____
ITEM 65: Over 250' LF. per LF.	\$2.50 _____
TOTAL GROUP XIII:	\$ 5.00 _____

GROUP XIV: ALUMINUM PICKET FENCE

With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated paint standard colors white, black, green, bronze including electric static paint process for on-site installation and finish.

ITEM 66: 4' high	
Up to 250' LF. per LF.	\$35.00 _____
Over 250' LF. per LF.	\$35.00 _____
ITEM 67: 5' high	
Up to 250' LF. per LF.	\$40.00 _____
Over 250' LF. per LF.	\$40.00 _____
ITEM 68: 6' high	
Up to 250' LF. per LF.	\$45.00 _____
Over 250' LF. per LF.	\$45.00 _____
ITEM 69: Note: rounded top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot	\$ 2.00 _____
TOTAL GROUP XIV:	\$ 242 _____

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 7 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP XV: ALUMINUM SWING GATES

With all hardware and posts and lock hasp can be single or double gate. Price per linear foot

	PRICE
ITEM 70: 4' high per LF.	\$48.00 _____
ITEM 71: 5' high per LF.	\$40.00 _____
ITEM 72: 6' high per LF.	\$65.00 _____
ITEM 73: 8' high per LF	\$70.00 _____
ITEM 74: 10' high per LF	\$25.00 _____

TOTAL GROUP XV: \$ 248.00

GROUP XVI: WOOD FENCES

All materials pressure treated yellow pine #2 grade nailed with rink shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear.

ITEM 75: 4' high	
Up to 100' LF. per LF.	\$20.00 _____
Up to 200' LF. per LF.	\$15.00 _____
Over 200' LF. per LF	\$15.00 _____
ITEM 76: 6' high	
Up to 100' LF per LF.	\$25.00 _____
Up to 200' LF. per LF.	\$20.00 _____
Over 200' LF. per LF.	\$20.00 _____

TOTAL GROUP XVI: \$ 115.00

GROUP XVII: WOOD FENCE SINGLE OR DOOUBLE GATES

With strap hinges and standard lockable hasp. Price will be based per lf being a single or double gate.

ITEM 77: 4' high per LF.	\$20.00 _____
ITEM 78: 6' high per LF.	\$40.00 _____
ITEM 79: Miscellaneous additional cost if wood fence is board to board model or shadow box model. Additional cost per linear foot	\$5.00 _____

TOTAL GROUP XVII: \$ 65.00

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 8 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP XVIII: EMERGENCY WORK

In the case of hurricane city will notify contractor with at least 48 hours to remove windscreen on standard fences or to baseball fields or tennis courts to remove all screening and to store on site then to reinstall at city's request price to include mobilization as well as tie straps all based on linear foot price.

	PRICE
ITEM 80: 4' high per LF.	\$2.00 _____
ITEM 81: 5' high per LF.	\$2.00 _____
ITEM 82: 6' high per LF.	\$3.00 _____
ITEM 83: 8' high per LF.	\$3.00 _____
ITEM 84: 10' high per LF.	\$3.00 _____
ITEM 85: 12' high per LF.	\$3.00 _____

TOTAL GROUP XVIII: \$ 16.00

GROUP XIX: SAND FENCE

Constructed of No.1 Aspen pickets (3/8" x 1 1/2" x 48"), woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

ITEM 86: 50' LF Dunne Fence (rolls)	
Up to 100/rolls per roll	\$75.00 _____
Over 100/rolls per roll	\$75.00 _____
ITEM 87: Sand fence installed onto 4"x4"x8' pressure treated wood posts (8' to 10' on center), work includes all necessary equipment, material, labor and supervision to install:	
Up to 5,000' lf per LF.	\$6.00 _____
Over 5,000' lf per LF.	\$5.50 _____

TOTAL GROUP XIX: \$ 161.50

**FENCING SERVICES
ITB # 12-08/09**

BID PAGE 9 OF 11

COMPANY NAME: GUARANTEED FENCE CORP.

GROUP XX: MISCELANEOUS WORK

Existing aluminum or galvanized picket fences pressure wash and electro static paint finish color of choice. Price per lf including set up charges.

	PRICE
ITEM 88: 4' high per LF.	\$10.00 _____
ITEM 89: 5' high per LF.	\$12.00 _____
ITEM 90: 6' high per LF.	\$14.00 _____
ITEM 91: 8' high per LF.	\$10.00 _____
ITEM 92: 10' high per LF.	\$10.00 _____

ITEM 93: 20'ft high metal line post, 3"inch diameter installed in concrete footer 14"inch wide x 36"inch deep, with top and bottom rails, including electric static paint (green or black). Cost includes all equipment, materials, equipment, supervision, labor, and delivery installed complete.

Cost per post every 10'ft (up to 100')	\$ 250.00 _____
Cost per post every 10'ft (up to 300')	\$250.00 _____
Cost per post every 10'ft (up to 500')	\$ 250.00 _____

ITEM 94: Netting (Black) installed 20'ft high skirt system attached across each 10' ft. post. Net material 3/8' rope barrier, 125lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as requited to attach to metal post, including all equipment, supervision, labor, and delivery, installed complete.

Cost per foot installed 10'ft across x 20' high (up to 100')	\$40.00 _____
Cost per foot installed 10'ft across x 20' high (up to 300')	\$40.00 _____
Cost per foot to install 10'ft across x 20' high (up to 500')	\$40.00 _____

**TOTAL GROUP XX:
\$ 926.00**

FENCING SERVICES
ITB # 12-08/09

BID PAGE 10 OF 11

GROUP XXI: END/CORNER POST

End / Corner Post Schedule 40 pipe galvanized

ITEM 95:	4'	\$25.00	_____
ITEM 96:	5'	\$25.00	_____
ITEM 97:	6'	\$40.00	_____
ITEM 98:	7'	\$50.00	_____
ITEM 99:	8'	\$60.00	_____
ITEM 100:	9'	\$25.00	_____
ITEM 101:	10'	\$60.00	_____
ITEM 102:	11'	\$60.00	_____
ITEM 103:	12'	\$60.00	_____

End / Corner Post Schedule 40 pipe vinyl coated

ITEM 104:	4'	\$40.00	_____
ITEM 105:	5'	\$40.00	_____
ITEM 106:	6'	\$60.00	_____
ITEM 107:	7'	\$40.00	_____
ITEM 108:	8'	\$60.00	_____
ITEM 109:	9'	\$25.00	_____
ITEM 110:	10'	\$50.00	_____
ITEM 111:	11'	\$50.00	_____
ITEM 112:	12'	\$70.00	_____

TOTAL GROUP XXI: \$ 840.00

GRAND TOTAL (ALL GROUPS):\$ 10991.70

PAYMENT TERMS: NET 30. If other, specify here _____

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: Jorge L Gomez

COMPANY NAME: GUARANTEED FENCE CORP.

SIGNED:



(I certify that I am authorized to execute this bid and commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Addendum No. 1: 3/3/2009
Insert Date

Addendum No. 2: 4/1/2009
Insert Date

Addendum No. 3: 4/7/2009
Insert Date

Addendum No. 4: _____
Insert Date

Addendum No. 5: _____
Insert Date

Addendum No. 6: _____
Insert Date

NAME/TITLE(Print): Jorge L Gomez, President

ADDRESS: 1091 East 26 street

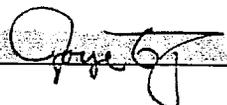
CITY/STATE: Miami ZIP: 33013

TELEPHONE NO: 786-318-0880

FACSIMILE NO: 786-318-0881

FEDERAL I.D.#: 200414525

SIGNED:



CUSTOMER REFERENCE LISTING

Bidder's shall furnish the names, addresses, and telephone numbers of a minimum of six (6) firms or government organizations for which the Contractor is currently furnishing or has furnished, similar services.

- 1) Company Name COMMUNITY ASPHALT
 Address 14005 NW 186 ST

 Contact Person/Contract Amount_: AURELIO MATOS

 Telephone No. 305-323-1462 Fax No. 305-829-8772

 E-mail amatos@cacorp.net

- 2) Company Name ENGINEERED ENVIROMENTS
 Address 7341 WESTPORT PLACE, UNIT A _

 Contact Person/Contract Amount : THOMAS GUEST

 Telephone No. 561-282-4111 Fax No 561-282-4112

 E-mail tguest@eeigc.net

- 3) Company Name HA CONTRACTING
 Address 9500 NW 12 ST BAY 1

 Contact Person/Contract Amount: XAVIER SANSARICQ

 Telephone No. 305-591-9212 Fax No. 305-591-9630

 E-mail xavier@hacontracting.com

CUSTOMER REFERENCE LISTING (CONTD.)

4) Company Name JVA ENGINEERING_
Address 9766 SW 24 ST, SUIT 23
Contact Person/Contract Amount_: JOSE M ALVAREZ_
Telephone No.305-553-5178 Fax No._305-220-1019
E-mail jma@jvaengineering.com

5) Company Name CHASE CM
Address 12805 SW 84 AVE RD
Contact Person/Contract Amount: ERICK CIOCCA
Telephone No. 305-644-4461 Fax No 305-644-4463
E-mail eciocca@chasecm.com_

6) Company Name MAC CONSTRUCTION
Address 9500 NW 12 ST BAY 2
Contact Person/Contract Amount: KELLI ERBS
Telephone No.305-598-4317 Fax No 305-599-9626
E-mail kelli@macconstruction.net

**FENCING SERVICES
ITB # 12-08/09**

CONTRACTOR'S/ BIDDER'S QUESTIONNAIRE

NOTE: *Information supplied in response to this questionnaire is subject to verification. Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.*

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:
By **GUARANTEED FENCE CORP.**

Principal Office _____ 1091 East 26 Street , Hialeah Fl 33013__

How many years has your organization been in business under your present business name? __6 YEARS

Does your organization have current occupational licenses entitling it to do the work/service contemplated in this Contract? __YES

Please state license(s) type and number:
FENCE TRADE: 03BS009925 _____

Include copies of above licenses and certificates with bid.

Have you ever had a contract terminated due to failure to comply with contractual specifications? _____NO_____

If _____ so, _____ where _____ and why? _____

In what other lines of business are you financially interested or engaged? __N/A_____

Give references as to experience, ability, and financial standing

ATTACHED TO THE BID .

CONTRACTOR'S / BIDDER'S QUESTIONNAIRE (CONTD.)

Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

JORGE L GOMEZ
MAYDEL GARCIA /

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____ have X have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.
-
-
-
-

I HEREBY CERTIFY that the above answers are true and correct.

JORGE L GOMEZ /

_(SEAL)

MAYDEL GARCIA /

_(SEAL)



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490 , Fax: 786.394.4002

April 14, 2009

To:

Phone:

Fax:

E-mail:

Subject: Performance Evaluation of _____ (attached to the bid package)____
Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on companies that provide Fencing Services. The information will be used to assist City of Miami Beach in the procurement of these services.

The group or individual listed in the subject line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both, the group or individual and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Maria Estevez by **April 15, 2009 at 3:00 p.m.** by fax: 786.394.4002; or e-mail mestevez@miamibeachfl.gov

Thank you for your time and effort.



Gus Lopez, CPPO
Procurement Director



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: _____

Point of Contact: _____

Phone and e-mail: _____

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	
2	Quality of workmanship	(1-10)	
3	Ability to provide excellent customer service with professional approach	(1-10)	
4	Ability to perform quality work under emergency conditions	(1-10)	
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	

Overall
Comments: _____

Agency or Contact Reference Business Name: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

**Please fax this questionnaire to Maria Estevez at 786-394-4002
or e-mail to mestevez@miamibeachfl.gov**



MIAMI BEACH

CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: Guaranteed Fence Name of Company Contact Person: Jorge Gomez

Phone Number: 786-318-0880 Fax Number: 786-318-0881 E-mail: guaranteedfence@bellsouth.net

Vendor Number (if known): _____

Federal ID or Social Security Number: 200 414 525

Approximate Number of Employees in the U.S.: 15 (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? ___ Yes X No

Union name(s):
n/a.

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

- | | | | |
|------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Race | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Sex | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Color | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Sexual orientation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Creed | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Gender identity (transgender status) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Religion | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Domestic partner status | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> National origin | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Marital status | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Ancestry | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Disability | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Age | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> AIDS/HIV status | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Height | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Weight | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

Yes No

Note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? Yes No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 31 day of March, in the year 2009, at Miami, FL
City State

Jorge Lopez
Signature

1091 E 20 ST
Mailing Address

Jorge L Brown
Name of Signatory (please print)

Hialech, FL 33013.
City, State, Zip Code

President
Title



MIAMI BEACH

CITY OF MIAMI BEACH
REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Guaranteed Fence Corp.
Name of Company (please print)

1091 E 26 St, Bldg A
Mailing Address of Company

Jorge Gomez
Signature

Hialeah, FL 33013
City, State, Zip

Jorge Gomez
Name of Signatory (please print)

786-318-0880
Telephone Number

President
Title

3/31/2009.
Date

GUARANTEED FENCE CORP.

1091 E 26 ST
Hialeah, FL 33013
Ph: 786-318-0880
Fax: 786-318-0081
Email: guaranteed_fence@bellsouth.net

March 25, 2009

Sub: Letter of Introduction for Guaranteed Fence Corp.

Mr. Jorge L Gomez of Guaranteed Fence Corp. has served Miami- Broward County and Palm Beaches for over 20 years. It has been a family owned and operated company since it was established. Through hard work and our commitment to excellence of workmanship and customer service, our company has grown steadily over the years. We design and build custom project for commercial and industrial application's, contracting for professional builders.

Guaranteed Fence Corp. satisfied customer include:

Construction Companies:

Community Asphalt, MCM Engineer and General Contractors, BCB, Horizon Contractors, The Tower Group, Pavarini Construction, Straticon Construction, EEI, WCI Communities, JVA Engineering Contractors, Ha Contracting, Chase Construction, Solo Construction, Condotte Construction, American Engineering and many other available upon request.

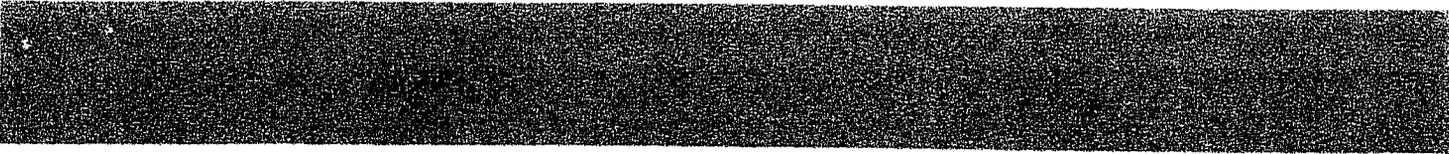
Government Organizations:

Miami Dade County Correction & Rehabilitation, Miami Dade Water & Sewer, Miami Dade Parks & Recreation Department, City of Hialeah maintenance Department, City of Miami Beach, Miami Dade Sea Port, Miami Dade Fire Rescue, and many more upon request.

Guaranteed Fence Corp. finance most of our projects, our company prides self in providing the best services and we guaranteed all our work.

Equipment List:

Guaranteed Fence has over sixteen trucks on our fleet, all professional designed as well as three backhoes, two bobcats, two ingersoll rand air compressors, one JLG Lift, three compactors, one case 470 Trencher, two forklifts, a Guardrail Truck, and Dumpster Truck. Misc Equipment: nine coredrilles, eighteen chipping hammers, ten generators, five in house welding machines, three on site welding machines, all type of pipe benders and



Many more upon request.

In House Stock Inventory:

Guaranteed Fence Corp. carries over 700000 dollars worth of materials in our facilities at all times, From Highway Guardrail to FDOT fences and are ready for any project at any time.

Attached to our introductory letter are pictures of our fleet , letters of recommendation and our company safety plan.

Sincerely,

Jorge L Gomez, President.

GUARANTEED FENCE CORP.

1091 E 26 ST

Hialeah, FL 33013

Email: guaranteedfence@bellsout.net

Ph: 786-3180880

SAFETY PROGRAM & TRAINING

GUARANTEED FENCE is committed to the safety and health of our employees and / or subcontractors both on and off the job. Our goal is the elimination of all hazards that cause injury to our employees, subcontractors or public. Our objective is creating a work environment that will achieve 'ZERO' accidents or injuries. In order to make this a goal reality, compliance with all safety rules and procedures is required at all times. There will be no compromise with safety.

Each **GUARANTEED FENCE** employee and / or subcontractor will receive a copy of the booklet "Employee Safety & Health Handbook" and any other special rule pertaining to work in a specific occupation or craft before starting work.

Safety is the responsibility of all employees and/ or subcontractors, and as a condition of employment **GUARANTEED FENCE** employees and / or subcontractors are expected to work in a manner, which will not cause injury to yourself or to those with whom you work. It is essential to the success of our safety program that all employees and/ or subcontractors understand that being responsible for own safety is a job requirement and that if you fail to follow safety rules or instructions, you will be subject to a disciplinary program, including termination.

GUARANTEED FENCE conducts safety meetings every week. Minutes of the meeting are recorded on our "Safety Minutes" form (sample attached) all employees are trained in compliance with OSHA requirements and guidelines. Supervisor will review with all employees and / or subcontractors, safety rules, policies and specific procedures. Listed below is a general outline of our training procedures.

- General instructions on safety policies and practices
- Toolbox safety meetings, bulletin boards
- Safety training and education
- Accident / incident reporting
- Substance abuse drug / alcohol
- Environmental protection / awareness
- Housekeeping
- Emergency action plans
- Medical services and first aid
- Hazard communications
- Personal protective equipment
- Material handling, storage, use and disposal
- Fire, signals and barricades
- Slings and rigging
- Hand and power tool safety
- Welding and cutting hazard
- Electrical safety, lockout / tag out
- Scaffolds
- Fall protection and prevention
- Cranes, derricks, hoists, elevators and conveyors
- Motor vehicle and heavy equipment operations
- Excavation and trenching

At the beginning of any and all projects, a safety meeting is conducted to review and emphasize all safety rules and regulations for particular projects.

All employees are retrained periodically on safety rules, policies, and procedures and when changes are made to the workplace.

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14TH FLOOR
MIAMI, FL 33130

2008 LOCAL BUSINESS TAX RECEIPT 2009
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2009
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 5A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

593500-3

RENEWAL

619150-6

BUSINESS NAME / LOCATION
GUARANTEED FENCE CORP
1091 E 26 ST
33013 HIALEAH

STATE# 03DS00995

OWNER
GUARANTEED FENCE CORP

WORKER/S

Sec. Type of Business
196 SPECIALTY BUILDING CONTRACTOR

1

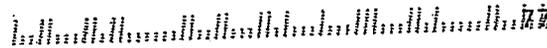
THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING OR REGULATORY
OR ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
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PERMIT OR RECEIPT
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TION.

DO NOT FORWARD

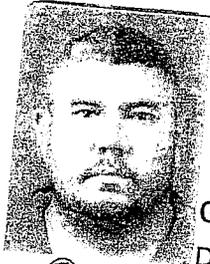
GUARANTEED FENCE CORP
GOMES JORGE PRES
1091 E 26 ST
HIALEAH FL 33013

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

07/30/2008
60030000322
000045.00



SEE OTHER SIDE



CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

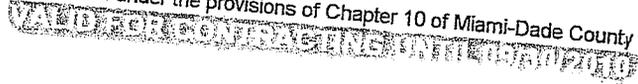
03BS00995

GUARANTEED FENCE CORP

D.B.A.:

GOMEZ JORGE LUIS

Is certified under the provisions of Chapter 10 of Miami-Dade County



GUARANTEED FENCE CORP.

"All types of fence, gates, rails, and much more..."

Guaranteed Fence Corp. Projects:

Reconstruction of SR 5 (US-1), from MP 0.362 to the C-111 Canal, Miami-Dade County, Florida
FDOT Financial Project No. 249356-1-52-01

Owner – FDOT District Six

Guaranteed Fence Contract Amount - \$343,886

Project Description

The project consisted of furnishing and installing 16,525 Linear Feet of 6' high black vinyl coated chain link fence on the east and west side of US-1 adjacent to wetlands, 3,000 Linear Feet of guardrail, and 6 end anchorage systems. This project has the same environmental concerns as the proposed SR 90 (Tamiami Trail) project in regards to wetlands, protected wildlife, and protected waters.

Construction of SR 836 from East of NW 107th Avenue to SW 137th Avenue, including SW 137th Avenue from NW 12th Street to SW 8th Street (Tamiami Trail), Miami-Dade County, Florida
MDX Project No. 83605

Owner – Miami-Dade Expressway Authority (MDX)

Guaranteed Fence Contract Amount - \$592,521

Project Description

The project consisted of furnishing and installing 29,590 Linear Feet of 6' high chain link fence on the north and south side of SR 836, 5 double leaf gates, 5,500 Linear Feet of guardrail, and 5 end anchorage systems.

Reconstruction of SR 5 (US-1), from the C-111 Canal to SW 344th Street (Palm Drive), Miami-Dade County, Florida

FDOT Financial Project No. 249856-4-52-01

Owner – FDOT District Six

Guaranteed Fence Contract Amount - \$3,196,921

Project Description

The project consists of furnishing and installing 82,956 Linear Feet of 10' high black vinyl coated chain link fence with barbed wire and 6 double leaf gates on the east and west side of US-1 adjacent to wetlands, 15,500 Linear Feet of guardrail, and 6 end anchorage systems. In this job, Guaranteed Fence will be installing the silt fence material along the southbound side of the roadway during Phase II of construction. This project has the same environmental concerns as the proposed SR 90 (Tamiami Trail) project in regards to wetlands, protected wildlife, and protected waters.

GUARANTEED FENCE CORP.

"All types of fence, gates, rails, and much more..."

PAST PERFORMANCE INFORMATION SHEET

1. Your firm's name:

Guaranteed Fence Corp.

2. Contract number of referred project:

FDOT Financial Project No. 249856-4-52-01

3. Description and location of work:

Reconstruction of SR 5 (US-1), from the C-111 Canal to SW 344th Street (Palm Drive), Miami-Dade County, Florida.

The project consists of furnishing and installing 82,956 Linear Feet of 10' high black vinyl coated chain link fence with barbed wire and 6 double leaf gates on the east and west side of US-1 adjacent to wetlands, 15,500 Linear Feet of guardrail, and 6 end anchorage systems. In this job, Guaranteed Fence will be installing the silt fence material along the southbound side of the roadway during Phase II of construction. This project has the same environmental concerns as the proposed SR 90 (Tamiami Trail) project in regards to wetlands, protected wildlife, and protected waters.

4. Owner's Name and Address:

Florida Department of Transportation
District Six Construction
1000 NW 111th Ave.
Miami, FL 33172

5. Owner's point of contact (name and telephone number):

Parsons Brinckerhoff
Pom Chakkaphak, PE, Senior Project Engineer
Cell: 305-481-0583

6. Prime contractor's name and address, if you were a subcontractor on this project:

Community Asphalt Corp.
14005 NW 186th Street
Hialeah, FL 33018
Tel: 305-829-0700
Fax: 305-829-8772

GUARANTEED FENCE CORP.

"All types of fence, gates, rails, and much more..."

PAST PERFORMANCE INFORMATION SHEET

1. Your firm's name:

Guaranteed Fence Corp.

2. Contract number of referred project:

FDOT Financial Project No. 249356-1-52-01

3. Description and location of work:

Reconstruction of SR 5 (US-1), from MP 0.362 to the C-111 Canal, Miami-Dade County, Florida.

The project consisted of furnishing and installing 16,525 Linear Feet of 6' high black vinyl coated chain link fence on the east and west side of US-1 adjacent to wetlands, 3,000 Linear Feet of guardrail, and 6 end anchorage systems. This project has the same environmental concerns as the proposed SR 90 (Tamiami Trail) project in regards to wetlands, protected wildlife, and protected waters.

4. Owner's Name and Address:

Florida Department of Transportation
District Six Construction
1000 NW 111th Ave.
Miami, FL 33172

5. Owner's point of contact (name and telephone number):

Parsons Brinckerhoff
Pom Chakkaphak, PE, Senior Project Engineer
Cell: 305-481-0583

6. Prime contractor's name and address, if you were a subcontractor on this project:

Community Asphalt Corp.
14005 NW 186th Street
Hialeah, FL 33018
Tel: 305-829-0700
Fax: 305-829-8772

7. Your role and work performed by your in-house forces:

Subcontractor to Community Asphalt Corp.
None of the work contracted to Guaranteed Fence was sub-out.

GUARANTEED FENCE CORP.

"All types of fence, gates, rails, and much more..."

8. Contract price:

Total Contract Amount - \$177,000,000

Guaranteed Fence Contract Amount - \$592,521

9. Extent and type of work you subcontracted to other firms:

None of the work contracted to Guaranteed Fence was sub-out.

10. Date started / completed:

Guaranteed Fence contracted work start date – January 2006

Guaranteed Fence contracted work completion date – April 2007

11. Did you receive a written performance evaluation for this project? If yes, what rating did you receive?

No written evaluation was given.

12. Was your contract / subcontract terminated for default? If so, attach an explanation of the circumstances.

No.

13. Were liquidated damages assessed? If so, attach an explanation of the circumstances.

No.

GUARANTEED FENCE CORP.

'All types of fence, gates, rails, and much more...'

PAST PERFORMANCE INFORMATION SHEET

1. Your firm's name:

Guaranteed Fence Corp.

2. Contract number of referred project:

MDX Project No. 83605

3. Description and location of work:

Construction of SR 836 from East of NW 107th Avenue to SW 137th Avenue, including SW 137th Avenue from NW 12th Street to SW 8th Street (Tamiami Trail), Miami-Dade County, Florida.

The project consisted of furnishing and installing 29,590 Linear Feet of 6' high chain link fence on the north and south side of SR 836, 5 double leaf gates, 5,500 Linear Feet of guardrail, and 5 end anchorage systems.

4. Owner's Name and Address:

Miami-Dade Expressway Authority
3790 NW 21st Street
Miami, FL 33142

5. Owner's point of contact (name and telephone number):

Metric Engineering, Inc.
Nelson Perez, PE, Senior Project Engineer
Cell: 305-216-5112

6. Prime contractor's name and address, if you were a subcontractor on this project:

Community Asphalt Corp.
14005 NW 186th Street
Hialeah, FL 33018
Tel: 305-829-0700
Fax: 305-829-8772

7. Your role and work performed by your in-house forces:

Subcontractor to Community Asphalt Corp.
None of the work contracted to Guaranteed Fence was sub-out.

1091 East 26th Street
Hialeah, FL 33013

Tel: 786-318-0880

Fax: 786-318-0881

E-mail: guaranteedfence@bellsouth.net

License # 01BS00295

GUARANTEED FENCE CORP.

"All types of fence, gates, rails, and much more..."

8. **Contract price:**
Total Contract Amount - \$43,198,708
Guaranteed Fence Contract Amount - \$343,886
9. **Extent and type of work you subcontracted to other firms:**
None of the work contracted to Guaranteed Fence was sub-out.
10. **Date started / completed:**
Guaranteed Fence contracted work start date – January 2008
Guaranteed Fence contracted work completion date – June 2008
11. **Did you receive a written performance evaluation for this project? If yes, what rating did you receive?**
No written evaluation was given, but the FDOT CEI onsite was very pleased with the work performed and recommended us for the US-1 north segment.
12. **Was your contract / subcontract terminated for default? If so, attach an explanation of the circumstances.**
No.
13. **Were liquidated damages assessed? If so, attach an explanation of the circumstances.**
No.

GUARANTEED FENCE CORP.

"All types of, fence, gates, rails, and much more"

Kailas Constracting
3450 West 84 St
Hialeah, FL 33018
Contact: Jorge Paz
305-722-0099

Project : 14805 SW 288 St
Contract amount: \$17,850.00

Project: Baywalk Bike Path, South Point Blvd at Biscayne Blvd to Port Blvd bridge.
Contract amount: \$17,000.00

Project: Terminal D, Port of Miami. New Fence Wall Project
Contract amount: \$23,000.00

Condote America, Inc.
10790 NW 127 St
Medley, FL 33178
Contact: Brent Marley
305-345-5482

Project: contract No. ITB-08-04:MDX work program No.
87404 State Road 874/Killian Parkway Interchange Improvements
Contract amount: \$173,439.00

Horizon Contractors, Inc.
8175 West 32 Ave
Hialeah, FL 33018
Contact: Xavier Salvat
305-345-7816

Project: No.20040346 (from SW 139 Ct to SW 152 Ave)
Tamiami Airport Fence Reconstruction at SW 136 St
Contract amount \$620,000.00

1091 East 26 Street
Hialeah, FL 33013

E-mail: guaranteedfence@bellsouth.net

Tell: 786-318-0880
Fax: 786-318-0881

GUARANTEED FENCE CORP.

"All types of, fence, gates, rails, and much more"

C.G.Chase Construction Management
12805 SW 84 Ave Rd
Miami, FL 33156
Contact: Erick Ciocca
305-297-7866

Project: Terminal D & E at Port of Miami
Contract amount: \$117,011.00

Project: RPQ:CM01-SEA-01
Contract amount: \$320,000.00

H.A Contracting
9500 NW 12 St
Miami, FL 33172
Contact: Xavier Sansaricq
305-591-9212

Project: North Bus Lot Site Restoration. Broward County Schools
Contract amount: \$165,960.50

Project: Broward County Juvenile Detention Center
Contract amount: \$192,310.00

Miami Dade County C & R
3595 NW 72 Ave
Miami, FL 33122
Contact: Chris Moreno
786-552-8216

Project: Prison Facility TGK 3600 NW 72 Ave
Contract Amount: \$288,277.50

1091 East 26 Street
Hialeah, FL 33013

E-mail: guaranteedfence@bellsouth.net

Tell: 786-318-0880
Fax: 786-318-0881



**Community
Asphalt**
OHL Group

Corporate:
9725 NW 117 Avenue
Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

March 23, 2009
City of Miami Beach
Procurement Department
1700 Convention Center Drive
Miami Beach, FL 33139

Miami:
14005 NW 186th Street
Hialeah, FL 33018
Tel. +1 305 829-0700
Fax: +1 305 829-8772

Attn: Ms. Maria Estevez, CPPB, Procurement Coordinator

Sub: Letter of Recommendation for Guaranteed Fence Corp.

West Palm Beach:
7795 Hooper Road,
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax: +1 561 790-1073

Dear Ms. Estevez:

Guaranteed Fence has performed work for Community Asphalt Corp. over the past three years and their work has been of the highest caliber available in the construction industry today. The main reasons that I personally pick them for my projects are because of their commitment to help me meet my schedules, honesty, promptness, quality of work, and professionalism. They have been contracted by CAC to work on four of my projects and many others within CAC. Following is a list of projects that they have or are scheduled to perform for me.

Vero Beach:
5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

On the Bird Road and Homestead Mainline Toll Plazas Open Road Tolling conversion (FDOT FIN Nos. 422816-1 and 422817-1), they got me out of a big bind. These two projects were being constructed concurrent on an accelerated design and construction schedule at the request of the owner, Florida's Turnpike Enterprise. In order to achieve the accelerated schedule and incentive bonuses, all of our subs had to come through for us. Guaranteed Fence was one of those subs that worked around the clock, when asked of them, in order to help us achieve our contract completion and bonuses.

Certified General Contractor
License Number: CG C011475
www.cacorp.net

On the Red Road (SR 823) project from the Florida's Turnpike to Pembroke Road (FDOT FIN No. 413837-1), they constructed all of the fencing, guardrail, and handrail for us and at the schedule that we requested.

They are currently working for us on the PPP Design/Build Project for the Reconstruction of US-1, from SW 344th Street to the C-111 Canal (Mile Marker 116) (FDOT FIN No. 249856-4) or approximately 9 miles of roadways and bridges. On this project, they are constructing a 10' high chain link fence (83,000 linear feet) with barbed wire and guardrail (21,000 linear feet) with anchorage systems.

On the Griffin Road (CR 818) project from I-75 to Flamingo Road (FDOT FIN No. 227708-1), they are constructing for us all of the fencing and handrail work.

They always have put all of their resources at our disposal in order to help us meet our goals – an early project completion and reduced impacts to the motorists of South Florida.

Sincerely,

COMMUNITY ASPHALT CORP.

Aurelio Matos
Sr. Project Manager



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: Guaranteed Fence Corp.

Point of Contact: Jorge Gomez

Phone and e-mail: 786-318-0880 guaranteedfencecorp@bellsouth.net

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	
2	Quality of workmanship	(1-10)	
3	Ability to provide excellent customer service with professional approach	(1-10)	
4	Ability to perform quality work under emergency conditions	(1-10)	
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	

Overall Comments: _____

Agency or Contact Reference Business Name: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov

H.A. CONTRACTING CORP.

Miami Office

9500 N.W. 12th Street - Bay 1
Miami, Florida 33172
Phone: (305) 591-9212 • Fax: (305) 591-9630

Palm Beach Office

8233 Gator Lane • Suite 36
West Palm Beach, Florida 33411
Phone: (561) 514-1040 • Fax: (561) 514-1060

March 26, 2009

City of Miami Beach

1700 Convention Center Drive

Miami Beach, Fl. 33139

Attn: Ms. Maria Estevez, CPPB, Procurement Coordinator

Subject: Letter of Recommendation for Guaranteed Fence Corp.

Dear Ms Estevez:

Guaranteed Fence has been performing work for H.A. Contracting since 2004 and in that time they have never failed to complete a project with professionalism integrity and punctuality. They have performed a large variety of work for H.A. Contracting Corp. ranging greatly in size and scope and they have always risen to the challenge. The following is an example of projects they have performed for us recently.

School Board of Broward County Various Locations Have always worked with us in meeting school opening deadlines in a timely matter even it has included nights weekends and holidays has been able to provide man power and materials when ask to do so. Their punctuality and workmanship is to be commended.

Palm Beach County Various Locations They have performed work for us at the Palm Beach Government Center and various fire stations throughout the county. Their employees have always been able to meet background screening requirements for such projects. They have come to plate when asked to meet budgetary constraints of the county. And extremely tight construction deadlines.

H.A. Contracting Corp


Xavier Sansaricq

Sr. Project Manager



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: Guaranteed Fence Corp.

Point of Contact: Jorge Gomez

Phone and e-mail: 786-318-0880 guaranteedfencecorp@bellsouth.net

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	10
2	Quality of workmanship	(1-10)	10
3	Ability to provide excellent customer service with professional approach	(1-10)	10
4	Ability to perform quality work under emergency conditions	(1-10)	10
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	10

Overall Comments: PROFESSIONALISM AND EXCELLENCE IN CRAFTSMANSHIP
WE WILL NOT USE ANY ONE ELSE.

Agency or Contact Reference Business Name: H.A. Contracting Corp.
Contact Name: XAVIER SANSAJICA
Contact Phone and e-mail: 305-591-9212 XAVIER@HAContracting.COM
Date of Services: 2005 TO PRESENT
Dollar Amount for Services: \$ 3.8 million

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov



March 12, 2009

City of Miami Beach
Procurement Department
1700 Convention Center Drive
Miami Beach, Florida 33139

Attn: Ms. Maria Estevez, CPPB, Procurement Coordinator

Dear Ms. Estevez,

I would like to state that Guaranteed Fence is the premier fencing/railing contractor working in the South Florida Market (and quite possibly throughout the State of Florida). They have repeatedly performed at such a high level, I would never contemplate using another company for my needs. Their dedication to customer service, workmanship, and their "get it done" attitude has made them a vital asset to my construction team for over five years.

On the Jade Beach project, Guaranteed Fence was contracted to do the perimeter fencing to secure the construction site. I quickly realized that fencing was only one of the things they did very well. Shortly there after, Guaranteed Fence was awarded public area railing, interior fencing, and rooftop access portions of the contract. Their product and performance was second to none. They have designed, manufactured, and installed several thousand lineal feet of chain link fencing and aluminum picket railing on the Jade Beach project, this work included the on-site electro-static painting of railing.

When the Jade Ocean project began, Guaranteed Fence was awarded the construction fencing, interior fencing, public area railing, and roof access contracts from the start. Their performance was outstanding. Jade Ocean is a very demanding project, Guaranteed performed all of their work in a very timely manner, and has always been willing and able to be the solution to any problem.

I can say with confidence that Guaranteed Fence has been instrumental in my ability to successfully complete a project on a timely and consistent basis. Their commitment to their client, coupled with their ability to provide so many different services at an unequaled level of quality makes working with them a true pleasure. I would recommend Guaranteed Fence without hesitation to any Developer, Contractor, Friend, or Family Member. I personally could not hold a company in any higher regard.

Should you require contacting me in person, please do not hesitate to contact me.

Very Sincerely,



Sinclair Cerber
Project Manager



coscan
CONSTRUCTION

Jade Ocean
17070 Collins Avenue, Suite 250
Sunny Isles Beach, Florida 33160
scerber@coscanconstruction.com
Phone: (305) 749-0360
Fax: (305) 749-0367



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.373.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: Guaranteed Fence Corp.

Point of Contact: Jorge Gomez

Phone and e-mail: 786-318-0880 guaranteedfencecorp@bellsouth.net

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	10
2	Quality of workmanship	(1-10)	10
3	Ability to provide excellent customer service with professional approach	(1-10)	10
4	Ability to perform quality work under emergency conditions	(1-10)	10
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	10

Overall Comments: GUARANTEED FENCE'S HIGH STANDARD OF CUSTOMER SERVICE AND JOB PERFORMANCE IS LIKE NO OTHER SUB TRADE IN THE SOUTH FLORIDA MARKET.

Agency or Contact Reference Business Name: COSCAN CONSTRUCTION, LLC
Contact Name: SINCLAIR P. CERBER
Contact Phone and e-mail: MOB. (954) 691-5792 scerber@coscanconstruction.com
Date of Services: ~~2004~~ SINCE 2004 TO PRESENT
Dollar Amount for Services: CROSS OVER \$4 MILLION

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov



March 26, 2009

Ms. Maria Estevez
City of Miami Beach
Procurement Department
1700 Convention Center Drive
Miami Beach, FL 33139

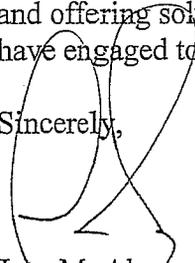
Re: Letter of Recommendation for Guaranteed Fence Corp

Dear Ms. Estevez,

It is our pleasure to issue this letter to your office regarding Guaranteed Fence, Corp. Our firm has worked with Jorge Gomez and his company for all our aluminum and picket fencing, and guardrail needs.

During which time, they have demonstrated significant knowledge and professionalism. They has proven field experience, constantly acting within the recommended guidelines and offering solutions to a variety of problems and situations that arise in the projects we have engaged together.

Sincerely,



Jose M. Alvarez
President

ENGINEERING CONTRACTOR, INC.

9766 S.W. 24 Street • Suite 23 • Miami, Florida 33165 • Phone: 305-553-5178 • Fax: 305-220-1019



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: Guaranteed Fence Corp.

Point of Contact: Jorge Gomez

Phone and e-mail: 786-318-0880 guaranteedfencecorp@bellsouth.net

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	10
2	Quality of workmanship	(1-10)	10
3	Ability to provide excellent customer service with professional approach	(1-10)	10
4	Ability to perform quality work under emergency conditions	(1-10)	10
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	10

Overall Comments: GREAT RESPONSE TIME, RELIABLE, DEPENDABLE
WE LOOK FORWARD TO KEEP MAKING BUSINESS WITH GUARANTEED FENCE.

Agency or Contact Reference Business Name: UVA Engineering Cont.
Contact Name: JOSE M. DIVORZET
Contact Phone and e-mail: UMDR UVAENGINEERING.COM
Date of Services: 2007 - 2007
Dollar Amount for Services: \$ 80K - \$120K

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov

ENGINEERED
ENVIRONMENTS
INC.

March 27, 2009

The City of Miami Beach
Procurement Department
1700 Convention Center Drive
Miami Beach Florida 33138

Attn: Ms. Maria Estevez
Re: Guaranteed Fence Corp. Letter of Recommendation

Dear Ms Estevez

Engineered Environments, Inc. has utilized Guaranteed Fence on multiple projects for the last six years. The projects I managed utilizing them ranged from governmental facilities to telecommunication sites. Many of these projects were extremely sensitive in nature. It has been my experience that their work was of the highest quality the craftsmanship is incomparable the professionalism is of the highest caliber not only in the field but extends to the management and administrative departments of the company as well.

The following is a list of projects I utilized them on:

Palm Beach County Facilities PPIG / JOC # 05475 EOC Access Control. Repair / replace perimeter fence damaged by Hurricane relocate and modify motorized remotely controlled access gate. This project was an emergency mobilization they responded with in the required 24 hour time frame and secured the facility with in 12 hours completed on time and on budget.

Palm Beach County Facilities PPIG / JOC # 06373 EOC CJC Fence Repair (Hurricane) Repair / replace perimeter fence and secondary detainment fences damaged by Hurricane Wilma. This project was an emergency mobilization on the criminal justice complex's main jail. They responded with in the required 24 hour time frame and secured the facility with in 5 days. I was quite impressed with the response and the time they completed this project as this is an extremely large facility. Work completed ahead of forecasted schedule and under budget.

Palm Beach County Facilities PPIG / JOC #06369 Mosquito Control Repair (Hurricane) Remove and replace perimeter fence and install security gates at overhead doors damaged by Hurricane Wilma. This project was an emergency mobilization on the chemical storage compound. They responded with in the required 24 hour time frame and secured the facility with in 3 days. I was quite impressed with the response and the completion time Work completed ahead of forecasted schedule and on budget.

Sprint Nextel FL3564 Installation of a telecommunications tower perimeter fence in a city ball park with overhead netting. This was a difficult project due to the cities zoning requirements and visual conflict with the telecommunications industry standards. Project completed on time and top notch quality

I have found that Guaranteed Fence Corp has been an asset to the success of all of my projects completing them on time and budget with minimal supervision. I highly recommend them to any one looking for quality fencing needs. Please feel free to contact me should you need additional information or clarifications. My Mobile is 561-324-4063.

Sincerely,

Thomas A. Guest
Project Manager



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: Guaranteed Fence Corp.

Point of Contact: Jorge Gomez

Phone and e-mail: 786-318-0880 guaranteedfencecorp@bellsouth.net

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	
2	Quality of workmanship	(1-10)	
3	Ability to provide excellent customer service with professional approach	(1-10)	
4	Ability to perform quality work under emergency conditions	(1-10)	
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	

Overall Comments: _____

Agency or Contact Reference Business Name: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov

March 26, 2009

Ms. Maria Estevez
City of Miami Beach
Procurement Department
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Letter of Recommendation for Guaranteed Fence Corp.

Dear Ms. Estevez,

Often times a letter of recommendation is a favor or request.....not in this case. It is with great pleasure that we recommend Guaranteed Fence Corp. Guaranteed Fence Corp has worked with our firm over the past five years. They exude professionalism and service. Their exceptional quality and workmanship has risen them to the top of their profession.

Guaranteed Fence Corp. has performed projects for our firm serving our clients Miami-Dade County Public Schools, Broward County and Palm Beach County. Many of these projects were time sensitive, delicate in nature, in locale and clientele. The work varies from all types of fencing, aluminum rails, and miscellaneous site work. Guaranteed Fence Corp has successfully performed many large projects including but not limited to:

Miccosukee Tribe of Indians
JW Johnson Elementary
Rockway Elementary
Kensington Park Elementary
Glades Pioneer Park Splash Pad
Judicial Center Security and Records Retention
Okeeheelee Golf Course
Hurricane Restoration Broward County

On behalf of M.A.C. Construction, Inc., it is with the highest regards that we state that partnering with Guaranteed Fence Corp would be the most advantageous choice for the City of Miami Beach and any organization. Should you need any additional information, please feel free to contact my office.

Sincerely,

M.A.C. Construction, Inc.



Kelli Erbs
Vice President & Qualifier
CGC1504793

Miami Office

9500 N.W. 12 Street, Bay 2
Doral, Florida 33172
Phone: (305) 598-4317 Fax: (305) 599-9626

Broward Office

1910 S.W. 100 Terrace, Bay A
Miramar, Florida 33025
Phone: (954) 441-1163

Palm Beach Office

8233 Gator Lane, Unit #34
West Palm Beach, Florida 33411
Phone: (561) 798-0071 Fax: (561) 798-0072



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: Guaranteed Fence Corp.

Point of Contact: Jorge Gomez

Phone and e-mail: 786-318-0880 guaranteedfencecorp@bellsouth.net

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	10
2	Quality of workmanship	(1-10)	10
3	Ability to provide excellent customer service with professional approach	(1-10)	10
4	Ability to perform quality work under emergency conditions	(1-10)	10
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	10

Overall Comments: THEIR PERFORMANCE & WORK IS OF HIGHEST QUALITY.

Agency or Contact Reference Business Name: M.A.C. CONSTRUCTION
 Contact Name: MARY CEAVERS
 Contact Phone and e-mail: 305-598-4317 mary@macconstruction.net
 Date of Services: 2006-2009
 Dollar Amount for Services: 120-140K (SEVERAL PROJECT)

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov



March 25, 2009

City of Miami Beach
Procurement Department
1700 Convention Center Drive
Miami Beach, FL 33139

Attn: Ms. Maria Estevez, CPPB, Procurement Coordinator

Re: Guaranteed Fence Letter of Recommendation

Dear Ms. Estevez,

Chase CM, for the past 6 years has used Guaranteed Fence on numerous projects ranging from fencing to installation of structural steel components. Throughout the years Guaranteed Fence has surpassed all of our expectations and deadlines. Their commitment to detail, quality, professionalism and service are surpassed in the industry. Their continued commitment to Chase CM in meeting deadlines / schedules, quality of workmanship, meeting budgets and promptness in resolving issues within their trade work are a few of the reason Chase CM continues and will continue to use Guaranteed Fence for all fencing, miscellaneous metals and minor structural steel work.

The following is a list of a few projects Guaranteed Fence has performed for Chase CM:

Biscayne Village: Located north of the Omni Mall - Guaranteed Fence installed, maintained, repaired and removed perimeter fencing for the entire jobsite. All work was performed in a timely manner and within budget.

Naranja Library: Guaranteed Fence performed all fencing

Coral Way Bus Wash: Guaranteed Fence furnished and installed bollards, concrete foundation for bollards, and corner guards for overhead coiling doors. All work was performed in a timely manner and within budget.

GSA Fleet Truck Wash Upgrade: Guaranteed Fence recently installed 1,000 LF of temporary construction fencing. All work was performed in a timely manner and within budget.

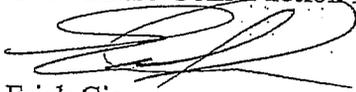
Terminals D and E: This job is one of the largest jobs Guaranteed Fence has performed for Chase CM. Guaranteed Fence installed approximately \$400,000.00 worth of fencing, FDLE security fencing, painting, pipe bollards, decorative bollards, light gauge steel closure pieces, fire proofing solid core wood doors with galvanized sheets, installed structural plates at all perimeter door openings and installed approximately 80 structural steel support columns around all overhead coiling door openings for added strength. Work was performed around the clock and on certain days under police escort due work being performed within the

vicinity of Cruise Ships at Port. All work was performed on time and within budget. Approximately 85% of their resources were at our disposal in order to complete the job in timely manner.

We guarantee you will be satisfied with the professionalism, quality of workmanship, and attention Guaranteed Fence offers. Should you have any questions or concerns please do not hesitate to contact our office immediately.

Best Regards,

C.G. Chase Construction Management, Inc.



Erick Ciocca

Project Manager



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490, Fax: 786.394.4002

PERFORMANCE EVALUATION SURVEY

Group or individual Name: Guaranteed Fence Corp.

Point of Contact: Jorge Gomez

Phone and e-mail: 786-318-0880 guaranteedfencecorp@bellsouth.net

Please evaluate the performance of the group or individual (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

NO	CRITERIA	UNIT	
1	Ability to maintain project schedule (complete on-time or early)	(1-10)	10
2	Quality of workmanship	(1-10)	10
3	Ability to provide excellent customer service with professional approach	(1-10)	10
4	Ability to perform quality work under emergency conditions	(1-10)	10
5	Overall customer satisfaction and hiring again based on performance (comfort level in hiring group or individual again)	(1-10)	10

Overall Comments: _____

Agency or Contact Reference Business Name: CHASE CM
 Contact Name: ERICK CIOCCA
 Contact Phone and e-mail: 305 644 4461 : ECIOCCA@CHASECM.COM
 Date of Services: CONTINUED
 Dollar Amount for Services: \$ 500,000.00 : PLUS

Please fax this questionnaire to Maria Estevez at 786-394-4002 or e-mail to mestevez@miamibeachfl.gov

Guaranteed Fence Corp.
Balance Sheet
As of December 31, 2008

Assets:**Current Assets:****Cash:**

Cash - Bank of America Operating Account	\$	672,927
Cash - Bank of America Payroll Account		32,590
Total Cash	\$	705,517

Accounts Receivables:

Accounts Receivables	\$	896,865
Total Accounts Receivables	\$	896,865

Other Current Assets:

Inventory	\$	239,840
Construction-in-Progress		1,144,460
Total Other Current Assets	\$	1,384,300

Total Current Assets

\$	2,986,682
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Fixed Assets:

Building	\$	948,569
Heavy Machinery & Equipment		319,856
Office Furniture & Fixtures		36,981
Computers & Office Machines		19,867
Accumulated Depreciation		(341,217)
Total Fixed Assets	\$	984,056

Total Assets

\$	3,970,738
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Liabilities & Equity:**Current Liabilities:**

Accounts Payable	\$	369,154
Payroll Liabilities		9,777
Other Liabilities		42,798
Total Current Liabilities	\$	421,729

Long Term Liabilities:

Mortgage Payable - Building	\$	636,796
Total Long Term Liabilities	\$	636,796

Total Liabilities

\$	1,058,525
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Equity:

Capital Stock	\$	500
Paid-in-Capital		30,000
Retained Earnings		639,902
Net Income		2,241,811
Total Equity	\$	2,912,213

Total Liabilities & Equity

\$	3,970,738
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Guaranteed Fence Corp.
Income Statement
For the Year Ended on December 31, 2008

Income:	
Sales Revenues	
Total Income	\$ 5,904,932
	<u>\$ 5,904,932</u>
Cost of Goods Sold:	
Purchases: Materials & Supplies	
Labor: Cost of Labor	\$ 1,466,301
Total Cost of Goods Sold	1,211,022
	<u>\$ 2,677,323</u>
Expenses:	
Advertising	
Auto & Truck Expenses	\$ 18,405
Bad Debt	91,215
Bank Service Charges	252,375
Depreciation	324
Discounts	17,931
Dues & Subscriptions	13,145
Equipment Leases	469
Insurance	202,011
Interest Expense	67,391
Job Site Services	34,730
Licenses & Fees	10,787
Meals & Entertainment	2,653
Miscellaneous	32,861
Office Expense	7,976
Office Supplies	16,108
Parking & Tolls	7,296
Payroll Expenses	3,887
Payroll Processing Fees	386,728
Payroll Taxes	2,819
Permit Fees	33,589
Postage	6,737
Professional Fees - Accounting	3,258
Professional Fees - Legal	5,824
Repairs & Maintenance	6,157
Security	31,008
Taxes - Property	2,971
Telephone & Communication	16,365
Travel Expense	22,253
Utilities	19,335
Waste Services	19,051
Total Expenses	30,389
	<u>\$ 985,798</u>
Net Income	<u>\$ 2,241,811</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/30/09

PRODUCER Lopez Insurance Agency
5755 W. Flagler Street #204
Miami, FL 33144
Phone (305)264-3636 Fax (305)264-3357

INSURED GUARANTEED FENCE CORP.
1091 E. 28 St
Hialeah, FL 33013
(786) 318-0880

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	WESTERN WORLD INSURANCE	
INSURER B:	PROGRESSIVE INS CO	
INSURER C:		
INSURER D:	FIRST COMMERCIAL	
INSURER E:	SCOTTDALE CO	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NPP1223553	06/11/2009	06/11/2010	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 60,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COM/OP AGG 2,000,000
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	05932020	08/14/2008	08/14/2009	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
D	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
E	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	18188-2	10/22/2008	10/22/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT 1,000,000
F	<input type="checkbox"/>	OTHER BUILDING COVERAGE	CPS0806224	08/12/2008	08/12/2009	BASIC ACV 400,600

Approved by [Signature] 7/31/09

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CITY OF MIAMI BEACH IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF MIAMI BEACH
PROCUREMENT DIVISION
1700 CONVENTION CENTER DR
MIAMI BEACH, FL 33139

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE